

No. 8069

*Vol 1
1950*

In the United States
Circuit Court of Appeals

For the Ninth Circuit.

see Vols 1949-52

San Francisco Law Library

FOSTER AND KLEISER COMPANY, a corporation,
Appellant,

vs.

SPECIAL SITE SIGN COMPANY, a corporation,
Appellee.

Transcript of Record.

VOLUME 3

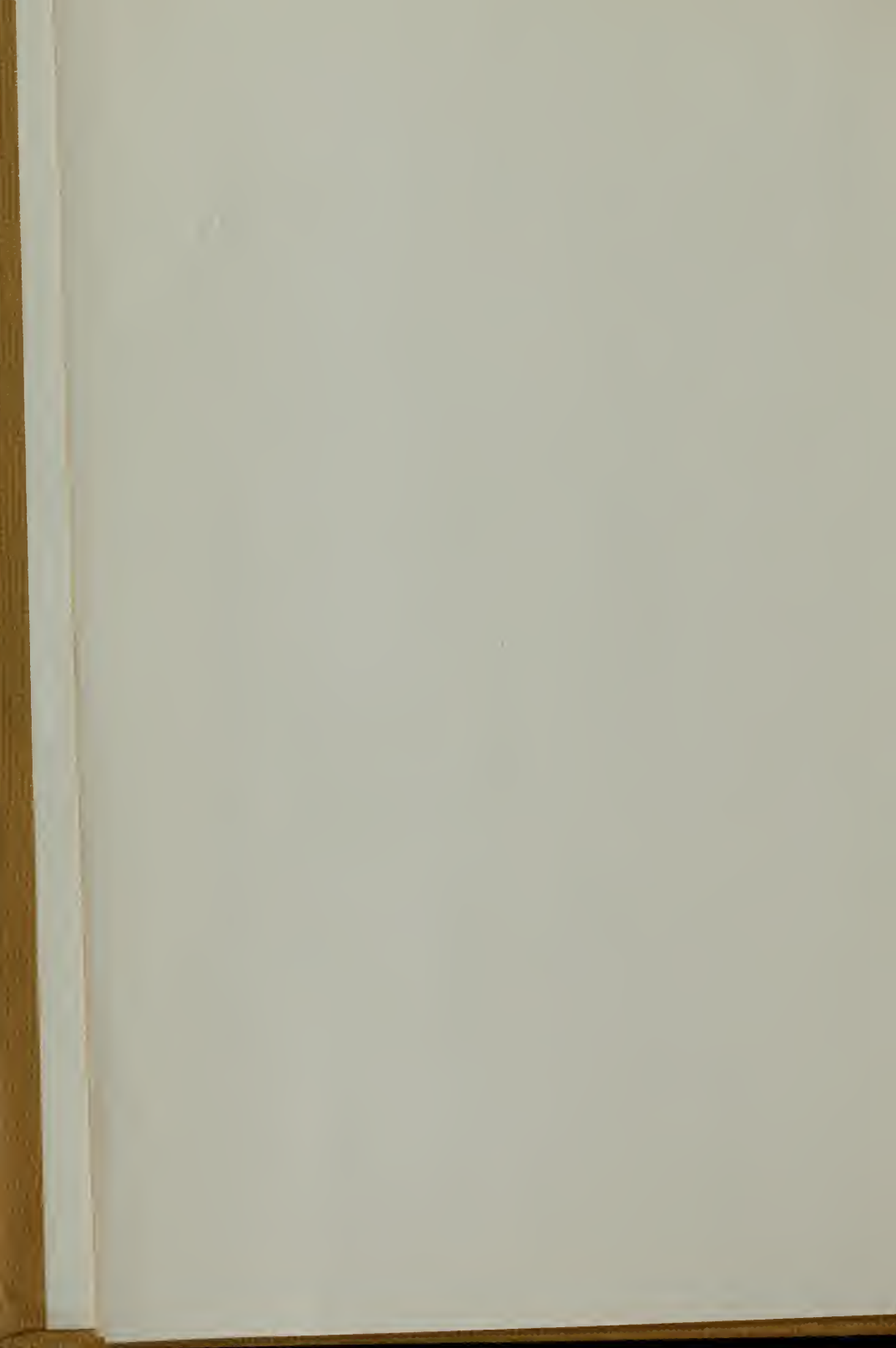
Pages 1233 to 1840 Inclusive.

Upon Appeal from the District Court of the United States for the
Southern District of California, Central Division.

FILED

DEC 18 1935

*PAUL H. COLEN
CLERK*



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Circuit Court of Appeals
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Pages 1233 to 1840, Inclusive.

Upon Appeal from the District Court of the United States for the
Southern District of California, Central Division.

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 162-B.]

[Crest]

Foster and Kleiser
Company

SF-LA HWY

LOCATION LS 1.25 Mi. S of S. Lmts San Jose N.
Franklin School

LEGAL

OWNER Southern Pacific ~~Co.~~ Bldg.,
OR

TENANT

ADDRESS 303 Bank of San Jose Bldg., ~~S Jose.~~ S. F.

AGENT

LEASE NO. 1544

CITY S. F.

CLASS. Hwy

PHONE

[In red]: TRANSFER FILE

Date	Amt. Offered By	Remarks
8/18/24		We are letting all SP locations ride without cultivation until gen-

(Testimony of Charles H. King)

eral policy of SP toward our bds
is taken up with higher officials
of Railroad 1/1/26

[In red]: Class D - No lease - contact at least annually
Oct 29 1925 Class D - No Lease Contact At Least
Annually

12/ 8/25 WJH Contact steady unable to secure
lease 10/8

10/ 6/26 WJH Advise no calls up 6/1/27

Apr 20 1927 Class D - No Lease Contact At Least
Annually

6/ 3/27 EG Rental paid (Annually) on May
1st each year. up 6/15

6/14/27 WJH Advise no calls. up 3/1/28

3/ 6/28 WJH " " " up 6/1/28

[Written in red on face]: SEE NEW CARD MADE
UP

No. 5673-C. Special Site vs. Foster & Kleiser. Plf
Exhibit No. 162-B Filed 12/21 1934 R. S. Zimmer-
man, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Witness continuing: We finally removed from the location. Leavitt wrote us a letter and told us that they were no longer going to use the Southern Pacific property for advertising purposes and he wanted our board removed. I have made a search for that letter but I could not find it. I have a very clear recollection of the substance of the contents of the letter. I don't recall when the letter was written. It was prior to the termination of the contract shown on the ledger sheet. So we removed our boards shortly after receipt of that letter and Foster & Kleiser built on the same location, possibly a month later. It is open country from there south. There is a stretch there where the railroad and the highway parallel each other for miles. There is lots of open country and available space.

We once had a location on the Sausalito-Eureka Highway 101, north of Sausalito. This lease dated April 23, 1920, signed by T. P. Degnan, covered that property. The lease ran to Ruether and Austin for a period of five years at a rental of \$10. That was the annual rent and that was the way we paid it. The lease is assigned to Gillig Bros. by Ruether and Austin and by Gillig Bros. to Special Site Sign Company. That is the lease under which we occupied the property.

The lease referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 163-A in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 163-A.]

Ruether & Austin
~~RIEMER-RUETHER~~ ADV.
219 Mechanics Bldg.
San Francisco.

ADVERTISING SPACE PERMIT

THIS AGREEMENT, made this 23rd day of Apr, 1920 by and between T. P. Degnan the party of the first part, and ~~Riemer Ruether~~ Adv., part of the second part.

Ruether & Austin

WITNESSETH:

That for the consideration hereinafter named, to be paid by the second party to the first party, the said first party hereby grants to the second *part* the exclusive use of the following premises with free access and entrance to and upon the same at any and all times during the term hereof:

State Highway Marin Co. (Degnan's Place)

situated in the County of Marin, State of Cal for a period of five (5) years from Apr 23, 1920, for the purpose of constructing and maintaining painted, printed,

(Testimony of Charles H. King)

or illuminated signs or devices for advertising purposes, including the placing and maintaining of devices for illuminating of such signs with necessary connections therefore, in consideration of which the party of the second part agrees to pay to the party of the first part the sum of Ten Dollars, payable in advance on erection of sign, for each year of said term during which said premises are used for said advertising purposes.

This agreement shall continue in force from year to year after the term thereof unless terminated at the end of such term, or any such additional year, upon written notice served not less than thirty days before the end of such term or additional year, provided, however, that if said property is sold or possession thereof required by the party of the first part for the purpose of building thereon, or is leased for other than advertising purposes, then this contract shall terminate, and the first party shall refund to the second party the unearned portion of rent paid by second party, if any, and in this event the second party shall remove all signs and connections upon ten days written notice from the party of the first part. In the event that the said premises shall be altered or changed in such a manner that the advertising value thereof is destroyed, or impaired, or should the view of such premises become obstructed, or the use thereof prevented by law, the second party shall have the right to cancel this agreement, and have a refund of the unearned portion of the rent already paid, if any.

The party of the second part is hereby authorized to remove all and any signs of any other person or corporation on said premises, and shall be the owner of and have

(Testimony of Charles H. King)

the right to remove all signs, material, and equipment placed on said premises under this agreement.

Signed -

T. P. Degnan Owner
 ~~Tenant~~
 Agent

1921
1922

Accepted by
~~RIEMER RUETHER~~ ADV.
Ruether-Austin
Per.....

We hereby assign this lease to Gillig Bros. this date
May 25th 1921

Ruether & Austin
by S A Ruether

I hereby assign this lease to Special Site Sign Co.
this date April 10th 1930 as is.

Gillig Bros
L W Gillig

[In pencil on back]: T. P. Degnan
Sausalito

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 163-A Filed 12/21 1934 R. S. Zimmer-
man, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Witness continuing: That location was on the only highway into San Francisco from the north coast. It is what we call a semi-head-on location on a slight bend in the road.

Two Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence, read to the jury and marked Plaintiff's Exhibits 163-B and 163-C in evidence, respectively. Said Plaintiff's Exhibit 163-B in evidence is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 163-B.]

[Crest]

Foster and Kleiser
COMPANY

LOCATION ES Highway 2 Miles North Sausalito
OWNER T. P. Degnan
ADDRESS R. F. D. 1, Box 222, Sausalito
AGENT
NUMBER 2987
CLASSIFICATION Highway
PHONE

TRANSFER FILE

Date	Am't Offered	By	Remarks
8/ 7/22		RC	Sec. 10 yrs from 2/15/23 @ 20.00, form B
2/14/24			Ownership OK

(Testimony of Charles H. King)

- | | | |
|---------|-----|---|
| 8/ 2/26 | | Letter to Gillig req. removal of their sign. |
| 8/ 6/26 | EHD | Gillig has been paying \$10.00 yr. to Degnan since 4/1/20. Lease expires 4/1/25. |
| 8/11/26 | EHD | Requ. be allowed to remain until 4/1/27 as rental is paid until then. Also requests take up with L. Gillig when returns 9/15. |
| 8/12/26 | EHD | Letter to Heider. |
| 8/18/26 | WK | Degnan says OK with him to remove signs but would not give us new lease |
| 3/28/27 | EHD | Gillig says his lease is a good one & defies us to try to remove his bd. or to bld. a panel in front of same. Says F & K have lost all Gillig's business. due to their attitude over this location. |
| 3/31/27 | JWD | Letters to Gillig Bros. & Degnan to remove bldg. within 30 days. 5/1/27 |
| 6/ 9/27 | WK | 5 calls the last two weeks. always out. Left card with Mrs. D. for appt. |
| 6/12/27 | WK | "D" claims Gillig & Heider leases OK claims we bother him to excess over \$20.00 deal. Showed him how our rent paid, for no space & we were desiring |

(Testimony of Charles H. King)

Amt.			
Date	Offered	Date	Remarks
			of 100% refund. or else have comp. Bds. removed. Will let ride till he sees Gillig. Claims he will have no signs after present leases expire. Hwy. Com. objects as to hazzard. up 7/10
10/4/27		JFW	Degnan will not go into matter. Satisfied with his present arrange- ments. Would not grant much of an interview. Gillig sent check for Apr 27-28. rental Up 2/1/28
3/26/28		JFW	Degnan says Gillig & Heider will have to T.D. soon on acct. of Hwy. Com complaint. up 5/15
7/11/28			
7/11/28	2/28	KG	Degnan claims he is going to let all present leases expire and will not give to us or to anyone else. 11/1
11/ 2/28		KG	Degnan will do nothing. No progress. Up 2/1/29

[Stamped on face of card]:

SEE NEW CARD MADE UP.

No. 5673-C. Special Site vs. Foster & Kleiser Plf Ex-
hibit No. 163-B Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 163-C in evidence is in words
and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 163-C.]

[Crest]

Foster and Kleiser
COMPANYCITY S. F.
CLASS Hwy.
LEASE NO. 2987

LOC. Hwy. ~~ES~~ 2 Mi N Sausalito

LEGAL

LOC. Saus-Eureka Hwy. RS 2-2/10 Mi N Sausalito
app. 600

OWNER T. P. Degnan

ADDRESS ~~R. F. D. 1, Box 222, Sausalito, Calif.~~

Box 220, Sausalito, Calif.

(Old Card in Transfer File)

	Am't		
Date	Offered	By	Contact Data
*8/ 7/22		RC	10 yrs. from 2/15/23 @ \$20.00 yr.—Ann. Form "B" from T. P. Degnan.
3/26/28		JFW	Degnan says Gilbeg & Heider will have to T. D. soon on acct. of Hwy. Com. complaint. Up 5/15/28
7/11/28		KG	Degnan claims he is going to let all present leases expire and will not give to us or to anyone else. Up 11/1/28
11/ 2/28		KG	Degnan will do nothing. No progress. Up 2/1/29

(Testimony of Charles H. King)

7/ 5/29 JFW Degnan says Gilbeg & Heider leases run out in 1930. Will not when grant any further leases where they are out. Up 10/1/29

*10/2/29 JFW See new lease exclusive. 3 yrs. from 2/15/30 @ \$50.00 yr.—Ann Form A-1 from T. P. Degnan. (Non - Community) Include #10211 and #10212.

11/27/29 F T.D. 1-5x10 Heider (Crowe). Up 12/27/29
[Stamped on card]:
STRUCTURES REMOVED—
CHECK FOR REBUILD OR
CANCELLATION

1/ 4/30 JFW OK to rebuild. Degnan will look up expiration of Gilbeg Lease and let me know date. Up 6/1/30

2/24/30 M T.D. 1-25x10 Hwy. Bull.—Heider (Blank) per memo CWH 2/21/30. Refile.

6/11/30 JFW Bring up to JFW. Up 8/1

8/12/30 JFW Bring up 12/1/30. Up 12/1

Am't			
Date	Offered	By	Contact Data
4/ 8/31	JFW		Bring up 5/1
*4/14/31	EG		Rental paid to 2/15/31. Up 6/1/31
5/18/31	LWC		Letter to Degnan adv. our intention to canc. as of Feb. 15, 1931.

(Testimony of Charles H. King)

*5/18/31 DMC Rental paid to 2/15/31.
 5/26/31 EG Letter of canc. accepted and in
 lease envelope. LWC

*These items shown in red ink on card.

[Stamped on face of card] CANCELLED MAY 26
 1931

No. 5673-C. Special Site vs. Foster & Kleiser Plf
 Exhibit No. 163-C Filed 12/21 1934 R. S. Zimmerman,
 Clerk By Cross Deputy Clerk

Witness continuing: Heider, who was another inde-
 pendent advertising man, had another sign on the prop-
 erty. That backed this sign up.

It was thereupon stipulated by counsel that Foster &
 Kleiser Company took over the Heider plant in the latter
 part of 1928 or early in 1929.

Witness continuing: I have a memorandum here that
 shows when our sign was taken down. This memoran-
 dum was made by me and shows that we took the sign
 down on April 23, 1931. Foster & Kleiser's lease was
 canceled in May, 1931.

Our sign was on the inside curve of the highway.
 There is no law against that. As far as I know that curve
 had been there all the time. We did not take our structure
 down. I don't know who took it down. It was taken
 down and disappeared. We went over and saw Mr.
 Degnan and tried to get a renewal of the lease but he
 would not give it to us. He did not give us any reasons
 for refusing to give us a renewal.

(Testimony of Charles H. King)

Q What was the value of that location, Mr. King?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further ground that plaintiff's lease had expired at the time his sign was taken down.

THE COURT: Let the evidence be admitted.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 126.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$624.

Witness continuing: We had a location on the property of Cecil G. Day on Foothill Boulevard a mile and a half east of the County Hospital Road in Oakland. We had a lease on the property from the tenant, Cecil Day, with the sanction of the owner, Mrs. Walters, and we erected these 4x6 painted bulletins on the property. We took two leases on the same day. We erected two signs on the property and apparently made two leases, one for each sign. These are the two leases. We paid \$4 a year for each sign.

The two leases referred to by the witness were thereupon received in evidence and marked Plaintiff's Exhibit 164-A in evidence, and are in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 164-A.]

2 Signs (Atlas)

Advertising Privilege

May 24, 1927

In consideration of four (4.00) dollars per year to be paid when signs erected and yearly in advance I hereby lease to the undersigned, lessee, the advertising rights on my property wall of building located *at* on Foot/hill Blvd. Known as Ashland farm for advertising purposes for a period of 3 years from date with privilege to said lessee to further use said space for a like consideration for five succeeding periods. Should lessee desire to cancel this contract, lessee shall give lessor 30 day's written notice before end of any term.

Moving to Birdsall July 23/28

Special Site Sign Co.

By E. R. King

Lessee

3225 Louise St., Humbolt 1523

Oakland

Owner

Agent

Cecil G. Day Tenant

Address R. F. D. Bx 213 San Leandro

Lessor

[On back]:

[Diagram of premises.]

(Testimony of Charles H. King)

Advertising Privilege

May 24, 1927

In consideration of four (\$4.00) dollars per year to be paid when sign is erected and yearly in advance I hereby lease to the undersigned, lessee, the advertising rights on my property wall of building located at Foothill Bl'vd. & known as Ashland farm for advertising purposes for a period of 3 years from date with privilege to said lessee to further use said space for a like consideration for five succeeding periods. Should lessee desire to cancel this contract, lessee shall give lessor 30 day's written notice before end of any term.

Special Site Sign Co.

By E R King

Lessee

3225 Louise St., Humbolt 1523

Oakland

Owner

Agent

Cecil G. Day Tenant

Lessor

Address R. F. D. Bx 213 San Leandro

[On back]:

[Diagram of premises.]

No. 5673-C. Special Site vs. Foster & Kleiser Exhibit No. 164-A. Filed 12/21 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: As a practical matter, in dealing with some of the landlords where we were putting up two signs, they wanted separate leases and if they wanted it,

(Testimony of Charles H. King)

we gave it to them. At that time there was a Carter Advertising System sign on the west end of the property. The Carter Advertising System was an independent advertising company which was ultimately taken over by Foster & Kleiser. We were on this property long before the leases were taken in 1927. As I recall, we have written leases at our office but I left them in Oakland.

I have drawn a diagram on the board showing the situation in the Cecil Day property. In the lower left-hand corner of the board, on the line of Foothill Boulevard, there is a small panel marked "SSS 4x6". Adjacent to it is a larger one; that is a highway painted bulletin which belonged to the Carter Sign System which was acquired by Foster & Kleiser in 1925. Over on the right of the diagram is another small sign marked "SSS 4x6"; that is another one of our signs. The Carter Company and ourselves had been in the same relative position shown by that sketch for some time and we had no difficulty with them about our structures. We had not ordered them off. At the time we erected our 4 x 6s there was another sign on that property with the name of the ranch on it, the Ashland Farm. There were no other outdoor advertising company signs. I had no knowledge of any leases to other outdoor advertising companies in existence on the property.

Three Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence, read to the jury and marked Plaintiff's Exhibits 164-B, 164-D and 164-E in evidence, respectively. Said Plaintiff's Exhibit 164-B in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 164-B.]

[Crest]

Foster and Kleiser
COMPANY

LOCATION Foothill Blvd. LS 1-1/2 Mi. E. County
Hospital

LEGAL Lot

OWNER J. F. WALTERS

218 Kentucky St., Vallejo

ADDRESS R. F. D. Box 231, San Leandro, Cal

AGENT

LEASE NO. 192

CITY

CLASSIFICATION HWY

PHONE

		Amt.	
Date	Offered	By	Remarks
12-16-21	12.00	EAD	10 yrs. from 12-12-21 @ 12.00 yr S/A Form B
7-28-27		LG	Advised S. S. Co. by letter that we have an exclusive lease on property and to kindly remove structures. Transferred to Lease No. 2443 STRUCTURES REMOVED — CHECK FOR REBUILD OR CANCELLATION OK HHW H Up 10-1-28

[Stamped on face of card] CANCELLED

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 164-B. Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

1250

(Testimony of Charles H. King)

Said Plaintiff's Exhibit 164-D in evidence is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 164-D.]

[Crest]

Foster and Kleiser
COMPANY

LOCATION Foothill Blvd. LS 1.5 mi. E. County Hos-
Rd.

pital 100' 400'

LEGAL

OWNER OR TENANT MRS. M. G. WALTERS

126 Cole St., San Francisco

1225 Sonoma St.,

ADDRESS R. F. D. Box 213, San Leandro 218 Ken-
tucky St., Vallejo

AGENT

LEASE NO. 2443

CITY Oakland

SUR

CLASS. HWY

PHONE

	Amt.		
Date	Offered	By	Remarks
9-18-26		ED	10 yrs. from 9-20-26 @ \$12.00 yr. Ann. Form A-1 from Mr. M. G. Walters
9-13-28		NEB	New lease secured combining Lease No. 777, 192, and 2443.

(Testimony of Charles H. King)

- 8- 9-28 LPG 10 yrs from 9-20-28 @ \$39.00
yr S/A Form A-1 from Mrs. M.
G. Walters. (community).
- 8-29-30 SW Letter from J. F. Walters, advis-
ing new address 126 Cole St., S. F.
- 7-20-31 WAH Letter of cancellation being sent to
S. F. Branch so they may contact
owner in Vallejo.
HOLD RENTAL Up 8-15-31
- 8-10-31 WAH S. F. reports Mrs. Walters moved.
Unable to locate. Writing to old
Vallejo address today trusting
same will be forwarded.
HOLD RENT. Up 9-10-31
- 8-24-31 RW Letter from Mrs. Walters request-
ing that we cancel lease as of
9-20-31 and remove our structure.
- 8-31-31 RW Letter to S. F. requesting contact
with Mrs. W. to get her signature
on cancellation agreement. Issue
T. D. when letter received.
Up 9-10-31
- 9-18-31 WAH Letter of cancellation effective
9-20-31 secured from Mrs. Wal-
ters. She has given us verbal per-
mission to allow structure to re-
main in gratis basis. Up 12-20-31

over

(Testimony of Charles H. King)

Amt.		
Date	Offered By	Remarks
9-20-31	WAH	Verbal permission from 9-20-31 @ Gratis from Mrs. M. G. Walters, owner. Non-community CLASS D—NO LEASE—CON- TACT AT LEAST ONCE A YEAR Up 12-20-31
12-24-31	WAH	Continue to ride on verbal basis until further advice from G. A. H. Up 10-1-32
3-18-32	WAH	Location no longer desirable. Structure removed. Cancel imme- diately. STRUCTURES REMOVED — CHECK FOR REBUILD OR CANCELLATION WAH H Up 4-21-32

*This item shown in red ink on card.

[Stamped on back of card] CANCELLED

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 164-D. Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 164-E in evidence is in words
and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 164-E.]

[Crest]
 Foster and Kleiser
 COMPANY

LOCATION Foothill Blvd. 1-1/2 Mi. E. County Hospital
 LEGAL

OWNER J. F. WALTERS
 218 Kentucky St., Vallejo

ADDRESS ~~R. F. D. Box 213, San Leandro.~~

AGENT

LEASE NO. 777

CITY

CLASSIFICATION HWY

PHONE

	Amt.		
Date	Offered	By	Remarks
5-4-22	15.00	EAD	10 yrs. from 3-21-22 @ 15.00 yr. Form B Transferred to Lease No. 2443 STRUCTURES REMOVED — CHECK FOR REBUILD OR CANCELLATION OK HHW H Up 10-1-28

[Stamped on face of card] CANCELLED

No. 5673-C. Special Site vs. Foster & Kleiser Plf
 Exhibit No. 164-E. Filed 12/21 1934 R. S. Zimmerman,
 Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Witness continuing: This is the letter that I received from Foster & Kleiser Company referred to on the card under date of July 28, 1927.

The letter referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 164-C in evidence, and is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 164-C.]

[Crest]

Foster and Kleiser
— COMPANY —
ADVERTISING

22nd and Market Streets
Telephone Lakeside 8760

Oakland, Cal. June 1, 1928

Special Site Sign Company,
3225 Louise Street,
Oakland, California.

Gentlemen:

At the present time, you are maintaining two 5x8 displays on Foothill Boulevard, NL, near Death Curve, owned by Mr. Walters. We have had this property under lease for several years and would ask that you remove your signs within five days from receipt of this notice.

(Testimony of Charles H. King)

If these signs are not down within this time, we shall have our men remove them.

Very truly yours,

FOSTER AND KLEISER COMPANY

H H Walters

H. H. Walters

LPG:RW

Manager Lease Department

OAKLAND BRANCH

No. 5673-C. Special Site Sign Co. vs. Foster & Kleiser
Plf Exhibit No. 164-C. Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: After the purchase of the Carter System by Foster & Kleiser, as I recall, they took the Carter board down. They did not build another one in its place. To my knowledge they never built on that location. We took our boards down after the receipt of this letter from Foster & Kleiser; that was some time in the latter part of 1927. I thought at that time that we had a lease on the premises. We moved because they threatened to tear our signs down and we wanted to save the signs. We didn't think we could make any progress in a fight because we knew what they would do. They would take them down and there would be nothing for us to do but go into court or get off. I did not receive any communication either through Cecil Day or Mr. Walters.

Q What was the value of that site, Mr. King?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on

(Testimony of Charles H. King)

the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further ground that the plaintiff voluntarily surrendered its leasehold rights.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 127.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value of that site was \$168.

Witness continuing: During the recess I made a further examination of this record in the Swain case. On the site about two miles north of Stockton or at least on one of the sites on the Swain property, our board had been removed in 1926 so that passes out of this case. That is covered by the leases that are in evidence as Plaintiff's Exhibits 161-A and 161-B in evidence. According to Plaintiff's Exhibit 161-C in evidence our term would have extended down to 1931 if we had stayed on the property. This copy of a letter dated June 27, 1930 is the letter by which I sent Plaintiff's Exhibit 161-D in evidence to Mrs. Swain. I signed that.

The letter referred to by the witness was thereupon received in evidence as Plaintiff's Exhibit 161-G in evidence and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 161-G.]

June 27, 1930.

Mr. John A. Swain,
336 West Acacia St.,
Stockton, Calif.

Dear Mr. Swain:

We are enclosing herewith Advertising Privilege blanks in duplicate covering the Olive Oil sign which we maintain on your property. As our present contract with you is now quite old, we have made out this renewal agreement, which is on exactly the same terms as before.

We request you to kindly sign and return one copy to us, in the self-addressed, stamped envelope which we are enclosing for your convenience. The other copy is for your records.

Immediately upon receipt of one signed copy of this agreement, we will mail you check for \$15.00 in payment of rental for the coming year, May 13, 1930 to May 13, 1931.

Thanking you for your kind and prompt attention, we remain

Yours very truly,

SPECIAL SITE SIGN CO.,

BY

CHK-MSM

GENERAL MANAGER.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 161-G Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: Our sign was taken down shortly before expiration, as far as I know. I don't know exactly when it was taken down. We sent our crew up to get it and they returned without it. The notation on this lease, "Lost at expiration May 1, 1930," means it was lost; that the lease and the sign were lost. Mrs. Swain refused to renew and shortly before our lease ran out, our sign disappeared. I had a conversation with Mrs. Swain about renewing this lease before its expiration.

Q BY MR. GLENSOR: What was the conversation?

MR. CLARK: That is objected to as incompetent and hearsay.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 128.

A. I wanted to renew the lease and she said that her husband, prior to the expiration of the other lease, had arranged with Foster & Kleiser to give them the lease, and since that time they had convinced her that she had better give them the lease on this one also. She would not renew with me.

Q. What was the value of the site, Mr. King?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his

(Testimony of Charles H. King)

formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further grounds that plaintiff had no legal estate in the property, its lease having expired, and that the value of the site on the failure to renew is purely speculative.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 129.

A According to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$552.

Witness continuing: I recall the Peters property on East 14th near the County Hospital Road.

MR. CLARK: I object to any testimony on damages with reference to this location on the ground that it is barred by the statute of limitations.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company excepts and here designates as Exception No. 130.

Witness continuing: We bought the lease from F. B. Heider and the board came with it. This bill of sale dated February 20, 1924 is the document by which we got the site.

The document referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 165-A in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 165-A.]

BILL OF SALE

For value received F. B. Heider has this day transferred, assigned, set over and sold, and does hereby sell, transfer, assign and set over unto the SPECIAL SITE SIGN COMPANY the following described property, to wit:

Two 10x50' Bulletin Boards situate on property of M. S. Peters on the Northwest corner of Foothill Blvd. and Hospital Road, together with lease pertaining thereto with rental paid for one year.

F. B. Heider

Oakland, Calif.

Dated: 2/20/24

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 165-A Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: According to the check of Peters in the file, marked "For advertising privilege rental from November 1, 1926, to November 1, 1927.", that was the last rental that we paid on the property. We received a letter from Walters, Foster & Kleiser's lease manager, telling us that they had a lease and were building a bulletin there, and had removed our signs and piled them on the property. To my knowledge, when I bought the lease from Heider, the only signs on the property were the ones that I bought from him. I did not know anything about any Foster & Kleiser lease or any other company's lease.

(Testimony of Charles H. King)

Foster & Kleiser Company's office record card covering the property referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 165-C in evidence, and is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 165-C.]

[Crest]

Foster and Kleiser
COMPANY

E. 14th NL 800' W. County Hospital Road 500'
LOCATION ~~E 14th LS 1/8 Mi. W. San Lorenzo~~
~~Junct. 50'~~

LEGAL

M. E. SILVA

OWNER OR TENANT ~~M. S. PETERS~~

ADDRESS Box 139, San Lorenzo Junct.

AGENT

LEASE NO. 2139

CITY Oakland

SUR

CLASS ~~HWY~~

PHONE

Am't			
Date	Offered	By	Remarks
9-10-25		RB	3 yrs. from 9-22-24 @ \$30.00 yr. Ann. Carter Adv. Co. Right of Way Contract from M. E. Silva
7- 2-25		LG	10 yrs. from 9-22-25 @ \$30.00 yr. Ann. Form A-1 from M. E. Silva

(Testimony of Charles H. King)

- 9-22-27 LG 10 yrs from 9-22-27 @ 30.00 yr
Ann Form A-1 from M. A. Silva.
- 10-28-32 EAD Letter of cancellation secured ef-
fective 9-22-32. M. E. Silva & M.
R. Silva deceased. Cancellation
letter sign by Thomas P. Silva.
Take down order issued today.
Cancel.
- STRUCTURES REMOVED —
CHECK FOR REBUILD OR
CANCELLATION Up 12-15-32

[Stamped] CANCELLED

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 165-C. Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

MR. GLENSOR: Mr. Clark has consented that I
state, subject to correction, that the Foster & Kleiser
Company bought the Carter Advertising Company accord-
ing to the evidence here, in June, 1925, and that this first
entry on this card is undoubtedly the Foster & Kleiser
record of the lease of the Carter Advertising Company on
the Silva property, which they took over from the Carter
Advertising Company.

Witness continuing: The Carter Advertising Company
were not on the property at the time we bought from
Heider. I made a search for the lease I got from Heider

(Testimony of Charles H. King)

and could not find it. Peters and Silva in this matter were related. They lived in the same house. I don't know just how they were related. They seemed to sign leases for one another.

The letter from Mr. Walters of Foster & Kleiser Company previously referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 165-B in evidence, and is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 165-B.]

[Crest]

Foster and Kleiser
— COMPANY —
ADVERTISING

22nd and Market Streets
Telephone Lakeside 8760

Oakland, Cal. September 11th, 1927

Special Site Sign Company,
3225 Louise Street,
Oakland, California.
Attention: Mr. Chas H. King

Gentlemen:

RE: E. 14th LS 1/8 Mi. W. San Lorenzo Junction

We note that you are maintaining an advertising structure on the above described piece of property, on which we are at present building a highway board.

(Testimony of Charles H. King)

As we have an exclusive lease on this property, and are under the impression that we notified you some time ago to remove your board, and as you have not done so and this target interferes with our structure, we are removing same and will leave it on the property in order that the next time your construction crew is out in this vicinity, they can pick it up.

Yours very truly,

FOSTER AND KLEISER COMPANY

H H Walters

H. H. Walters

HHW:NEB

Manager Lease Department

OAKLAND BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 165-B Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: They built on the property and we picked up our signs and re-erected them. We never had any trouble with Peters or Silva or anyone purporting to be the landlord or representative of the landlord on this property. The only notice we ever got to move off the property was the one we received from Foster & Kleiser. Our rent on that property was \$24, the amount shown on the check.

We had two boards on the property one 4 by 6 and one 6 by 10.

Q What was the value of that site, Mr. King?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula, is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further ground that there is no showing that plaintiff had a lease on the property at that time.

MR. GLENSOR: In order to meet the objection that plaintiff did not have a lease on the property at the time it was lost, I offer in evidence a rental check showing that the rent was paid to November 1, 1927.

The check was thereupon received in evidence and marked Plaintiff's Exhibit 165-D in evidence. A true and correct reproduction of said Plaintiff's Exhibit 165-D follows:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 165-D.]

[Check]

[Central National Bank Cut]

SPECIAL SITE SIGN CO.
3225 LOUISE STREET

No. 8326

Oakland, California NOV 18 1926 192....

Pay to the order of M. S. Peters \$24 00

INSURED TWENTY FOUR DOLLARS Dollars
SPECIAL SITE SIGN CO.

Charles H. King Jr
Gen'l Manager

[Stamp illegible]

To Central National Bank Oakland, California 90-4

This check is issued in payment of items as per state-
ment following. The endorsement of payee on back will
constitute a receipt in full

Rental under Advertising Privilege 11/1/26 to 11/1/27.

[Perforated stamp] Paid 11-22-26 90-4

[Endorsed]: M. S. Peters By M. L. Silva

384 Pay to the order of Fourteenth and Broadway
Office The American Bank OAKLAND, CAL. A.
SUTHERLAND,

PAID THROUGH CLEARING HOUSE NOV 23
1926 BROADWAY BRANCH AMERICAN BANK
90-3 OAKLAND, CALIF.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 165-D. Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

THE COURT: The objection will be overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 132.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$288.

MR. CLARK: That is for six years?

A Yes, sir.

MR. CLARK: On a six-year basis?

A Yes, sir.

Witness continuing: We had a location on the Lagomarsino property on the Los Angeles-San Francisco Highway between Holy Cross Station and Baden. That is in the same general vicinity as the Arata and Hamlin properties.

MR. CLARK: Plaintiff claims that property was lost in 1922 and I object to any testimony on damages with reference to this location on the ground that it is barred by the statute of limitations.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 133.

(Testimony of Charles H. King)

Witness continuing: I have not been able to find our lease on this property. We had one 10 by 50 foot bulletin and one 16 by 50 foot bulletin on the property, both advertising the Patton Paint Company. From this check in the file dated April 20, 1920 which shows payment of sign-board rental from May 12, 1920 to May 12, 1921, \$12, I recall that the amount of rent we were paying for that property was \$12. I also recall the term of the lease; it was a five-year lease.

My recollection is that the lease is for one year and five. I don't recall when that lease began but from another check in the file dated May 6, 1919, I think that must have been the beginning of the lease.

Four Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence and marked Plaintiff's Exhibits 166-C, 166-D, 166-E and 166-F in evidence, respectively. Said Plaintiff's Exhibit 166-C in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 166-C.]

[Crest]

Foster and Kleiser
COMPANY

E & W sides

LOCATION St. Hwy WL 1/ Mi. S. Holy Cross

OWNER Henry Cowell Lime & Cement Co.

ADDRESS 2 Market St.

AGENT E. W. McLellan. 439 Natoma

NUMBER 1354

CLASSIFICATION Highway

PHONE

TRANSFER FILE

Date	Amt. Offered	By	Remarks
	500.00		3 yrs. from 9-1-20 at 125.00 yr covering 4 locations.
7/18/21			Memo to Lyle Abrahamson to clean snips and paint pump house.
12/19/22		JJF	Ownership OK.
7/25/23			Ownership verified. OK ck.

(Testimony of Charles H. King)

- 11/ 5/23 EHD Many early calls on Mr. G. lately. Very difficult to see him.
- 11/15/23 EHD Saw Mr. G. for first time. Excused himself for long delay & req. I. see him 11/20.
- 11/27/23 EHD Mr. G. kept me waiting two hrs. & then put off until 12/4.
- 12/18/23 EHD Many calls on Mr. G. lately. Always too busy or does not keep appt. Now req. I see him after 1st of yr. 1/2/24.
- 1/ 3/24 EHD After waiting 1 hr. Mr. G. agreed to see me 1/8/24. 1/7/24
- 1 /15/24 EHD End. to sec. better lease. Mr. G. believes we are paying more for other highway locations. Expects increase. Told him this rental was unusually large & increase out of question. Will not sign up until 9/1/24
- 9/ 1/23 EHD 1 yr. from 9/1/23 @ \$500.00 yr. S/A form B. (cov. 4 locations)
- 7/18/24 Form letter returned. Ownership OK.

[Stamped]: FEB 25 1925 Class C-Yr. to Yr. or 1 Yr. Lease Contact At Least Every 6 Mos.

(Testimony of Charles H. King)

Date	Amt.	Offered By	Remarks
9/18/24		EHD	Will look over prop. & advise 10 days.
10/ 3/24		EHD	Has not had time to look over prop. as yet. 10/15 Then he requested/clean, Linl*6....
11/ 7-25		EHD	Many calls lately, no contact.
11/17/24		EHD	Waited 2 hrs. to see W. H. G. Then he requested I see him Friday a. m. as wants to look over location.
2/12/25		EHD	Insists must look at location before discussing.
2/24/25		EHD	Cannot see W. H. G. before 3/3.
[Stamped]: FEB 25 1925 Class C-Yr. to Yr. or 1 Yr. Lease Contact At Least Every 6 Mos.			
3/18/25		EHD	Many calls lately. No contact.
3/30/25		EHD	Requests call later in week.
5/ 8/25		EHD	Deld ck. to 9/1/25 Mr. Dougery to try to get action, no lease
6/ 9/25		EHD	Mr. George still wants to look over property before signing.
6/26/25		EHD	Same as above
8/ 4/25		EHD	Many calls, no contact 8/24
[Stamped]: OCT. 29 1925 Class C-Yr. to Yr. or 1 Yr. Lease Contact At Least Every 6 Mos.			
9/3/25		EHD	Req. Call again 1st of wk.
9/23/25		EHD	Have tried to see W. H. G. for over 1 yr still says wants to look at prop. before does anything

(Testimony of Charles H. King)

11/10/25 EHD Will try to see me in few days

11/23/25 EHD 1 yr from 9/1/25 @ \$500.00 yr.
S/A Form "B" from I. M. & H. E. Cowell By W. H.
George

2/9/26 EHD George advise is selling property on
West side of Hwy. Will ck. up whether boards on this
piece.

2/10 EHD Sale to close about 3/15 George says
wants same rent for space that is left. Told him could
not be done.

2/11 EHD McC of Von Rhein Co. cannot give new
owners name until deal is closed. 2/22

2/24 Cannot give names yet. EHD.

2/25-26/ EHD Being sold to E. W. McLellan -
Nurseymen at Burlingame. Expects title to pass next
week. He will be away until about 3/22 at which time he
will consider contract. Made no quot. 3/15

3/17 EHD Phoned McLellan Jr. who says McC will
not return until 3/29.

3/29 EHD McC also taking title to part of property
on E side of Hwy. requests call again Wed. Will have
survey and induce in some lease.

[Stamped on face of card]:

SEE NEW CARD MADE UP.

No. 5673-C. Special Site vs. Foster & Kleiser. Plf
Exhibit No. 166-C. Filed 12/21 1934. R. S. Zimmer-
man, Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 166-D in evidence is in words
and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 166-D.]

[Crest]

Foster and Kleiser
COMPANY

CITY S. F. CLASS Hwy. LEASE NO. 1354

LOC. S. F.-L. A. Hwy. LS $\frac{1}{4}$ Mi S Holy Cross

LEGAL

LOC.

LEGAL

OWNER I. M., H. E. & S. H. Cowell by W. H. George

ADDRESS 2 Market St., S. F.

Am't		
Date	Offered By	Contact Data
(Old Card in Transfer File)		
*10/27/27	EHD	2 yrs. from 11/1/27 @ \$250.00 yr. - 4-A Form A-1 from I. M., H. E. & S. H. Cowell by W. H. George, Atty. in fact.
6/12/28	EHD	Many calls last few months—difficult to see W. H. George.
7/ 2/28	EHD	Delivered check to Mr. Dougery less unearned of \$95.00; will take up with W. H. George.
10/15/28	EHD	Cult. Call. All OK.
2/26/29	EHD	Mr. George claims portion of prop. sold to E. W. McLellan Co. now under lease #8294; was sold sub-

(Testimony of Charles H. King)

ject to existing lease and Mr. L had no right to lease as George had never cancelled our lease with Cowell Co. Will take up with attorney, and advise.

8/14/29 EHD Req. call nearer anniv. re renewal.
Up 9/15

9/11/29 EHD Left lease for signature by W. H. George.

9/11/29 EHD Req. call 1st of week.

9/18/29 EHD Will have lease signed first of week. 9/25

10/ 2/29 EHD Many calls lately. Too busy to take up.

10/ 7/29 EHD Has been too busy to sign lease as yet. 10/15

* These entries typewritten in red.

Date	Am't Offered	By	Contact Data
10/22/29		EHD	Several calls lately—too busy to take up. 10/29
11/14/29		EHD	Calling here regularly—Mr. George continues to delay signing lease. 11/20
11/21/29		EHD	Just going out of town—too busy to sign lease. 11/27

(Testimony of Charles H. King)

- 12/11/29 EHD Many calls lately—Secty. trying to get lease signed.
- 1/13/30 EHD Mr. G. now says will phone & make app't.
- 1/23/30 EHD Unable to see Mr. George as yet.
- 2/ 3/30 EHD Cannot take up before 3/18
- 7/ 9/30 EHD Have called here at least weekly. WHG. requests call 7/16
- 12/26/30 EHD Many calls last few months. Difficult to see WHG. up 1/5
- 6/ 9/31 EHD Have endeavored at least weekly to contact Mr. George. Ride on continuation clause. Up ~~7/15/31~~
- *10/29/31 "Class C"—Yr. to Yr. or 1 Yr. Lease-Contact At Least annually Up 11/1/31
- 9/24/31 EHD Many attempts to see Mr. George lately.
- ~~10/23/31~~ EHD Unable to see W. H. G. as yet.
- 10/23/31 EHD Mr. G says will take up matter next few days.
- 11/ 2/31 EHD Unable to see W. H. G. as yet.
Up 11/1

(Testimony of Charles H. King)

5/25/32	EHD	Many calls last few months. Mr. G. keeps promising to clear up matter but fails to do so.	5/31/32
7/ 9/32	EHD	Mr. George away until latter part of next week	7/19/32.
8/22/32	LWC	Letter to W. H. George asking for reduction from \$250.00 to \$125.00 per year.	Up 9/10/32.
10/18/32	LWC	Letter to W. H. George asking for answer to letter of 8/22.	Up 10/1/32
		(See lease env.)	Up 11/1/32
12/14/32	LWC	Letter to George asking answer of 8/22.	
1/20/33	LWC	Letter to George req. decision at earliest possible date	Up 2/1/33
2/15/33	LWC	Hold rental.	Up 4/1/33.
2/23/33	EG	Rental paid to 8/1/32—check 8/1/32 — 11/1/32 being held.	Up 11/1/33
8/31/33	EHD	L. W. C. suggests let ride as is for time being.	Up 11/1/33

No. 5673-C. vs. Special Site Plf. Exhibit No. 166-D
 Filed 12/21 1934 R. S. Zimmerman, Clerk By Cross
 Deputy Clerk

Said Plaintiff's Exhibit 166-E in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 166-E.]

[Crest]

Foster and Kleiser
COMPANY

LS

LOCATION S. F.-L. A. Hwy. ¼ Mi S Holy Cross
East and West Side

LEGAL

OWNER Henry Cowell Lime & Cement Co.
OR I. M., H. E. & S. H. Cowell by W. H. George

TENANT

ADDRESS 2 Market St., S. F.

AGENT E. W. McLellan, 439 Natoma

LEASE No. 1354

CITY S. F.

CLASS Hwy.

PHONE

TRANSFER FILE

Date	Amt. Offered	By	Remarks
11/12/26		KGH	Explained situation to Mr. Weston who thinks we are too late. Will introduce me to McLellan on Monday.
11/15/26		KGH	McLellan said we are too late already leased to Heider, however, made an appointment for Monday. 11/22/26.

(Testimony of Charles H. King)

- 11/22/26 WJH Called & had pleasant interview with McLellan. States leased to Heider for 3 years @ \$750.00 per year. He advised me he had made instructions as to the type of structure also the number. Appears to be quite friendly. up 12/1
- APR 20 1927 Class C-Yr. to Yr. or 1 Yr. Lease Contact At Least Every 6 Mos.
- 12/17/26 EHD Several calls on WHG. Too busy to see me.
- 12/23/26 EHD Req. call after Xmas.
- 12/30/26 EHD Out of town today.
- 1/19/27 EHD Three calls this week. Req. call 1/24.
- 2/ 1/27 EHD Calling every day. No contact.
- 2/ 8/27 EHD Qtd. 200.00 for remaining space. Will not sign until checks over space with Mr. Dougery who is ill at present.
- 2/13/27 EHD Called explained to Mc. Lellan that George would give him credit at \$380.00 from 3/1/26 to 3/1/27. We paid Mc from 12/1/26. He will then owe us difference. Mc

(Testimony of Charles H. King)

will advise if George makes adjustment.

3/16/27	EHD	George <i>rea.</i> call 3/18.
3/18/27	EHD	Too busy to see me.
3/21/27	EHD	Says will see me 3/23.
3/24/27	EHD	Req. call next week.
3/28/27	EHD	Busy to day.
3/29/27	EHD	Same no contact.
4/21/27	EHD	George busy in court for about a week.
5/17/27	EHD	Many calls lately. Always "too busy"
6/ 2/27	EHD	Says will try to see me next week.
6/ 6/27	EHD	Req. call 6/14
10/20/27	EHD	George signed 1 yr. lease @ \$250.00. Not acceptable.
10/21/27	EHD	2 yrs. from 11/1/27 @ \$250.00 yr. - 4/A Form A-1 from I. M., H. E. & S. H. Cowell by W. H. George, Atty in fact.

[Stamped on face of card] :

SEE NEW CARD MADE UP

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 166-E. Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 166-F in evidence is in words
and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 166-F.]

[Crest]

Foster and Kleiser
COMPANY
E & W Sides

LOCATION St. Hwy. WL 1/4 Mi. S. Holy Cross

LEGAL

OWNER Henry Cowell Lime & Cement Co.

OR

TENANT

ADDRESS 2 Market Street

AGENT

LEASE No. 1354

CITY

CLASS. Highway

PHONE

	Amt.		
Date	Offered	By	Remarks
3/31/26		EHD	George promises to deliver survey to McLellan
4/ 1		EHD	McC wants to get survey too before signing
4/ 5		EHD	Says Westor of Von Rhein Co will have survey ready by 4/8 4/8
4/ 8		EHD	McLellan has received survey but is not in town today.
4/ 9		EHD	Wants to wait until has checked survey suggests see him next week.

(Testimony of Charles H. King)

4/16	EHD	Has not settled with George and will not sign until all straightened out.
4/23	EHD	McC did not come to S F to-day.
4/26	EHD	McC has argument wherein WHG agrees to sell 85 acres. As there is only 86 acres in entire piece WHG trying to back out. Looks like prolonged dispute 5/10
5/ 3	EHD	Endeavoring to get McC to sign option for 5 yrs. at rental not to exceed \$500.00 based upon amt. of property to which he takes title & retroaction to date title passes
5/ 3	EHD	Refuses to sign anything until has clear title. 6/1

Amt.			Remarks
Date	Offered	By	
5/27/26	EHD	Jr. Mr. "C" said on vacation until are waiting for Weston of Von Rhein Co. to return & settle deal. Will be about 30 days.	
6/21/26	EHD	No change in condition. 7/1	

(Testimony of Charles H. King)

- 7/12/26 EHD Status same. Title not passed. 8/1
- 7/31/26 EHD Mc C l l e l l a n hopes to get title
straighten out next month 8/25
- 8/26/26 EHD McLellan's secty. under impres-
sion title now being straightened
out. McL. not in S. F. today.
- 9/15/26 EHD McL. will not be in town this
week.
- 9/20/26 EHD Mr. Dougery of Cowell Co. ad-
vises title has not passed.
- 10/11/26 EHD W. H. George requests checks be
mailed to Cowell Co. Says will
prorate with tenant when title
passes. 11/1 WJH
- 11/ 8/26 EHD McC. says title has passed. De-
mand \$500.00 yr. his portion of
property for T. D. wants answer
11/10
- 11/10/26 EHD Called on Mr. McLellan to quote
\$500.00. He showed me letter
advising us had leased to Heider.
Said they offered \$750.00 for 1
yr lease & he accepted as he knew
it would be practically impossible

(Testimony of Charles H. King)

to get us to pay that much unless he told us of competitive offer & even then it would have taken several days discussion. Also said did not mention our quotation to Heider.

11/16/26 EHD W. H. George refuses to sign for remaining portion until we have closed with McLellan.

[Stamped on face of card]:

TRANS. TO NEW CARD.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 166-F Filed 12/21 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Witness continuing: After this lease which was referred to in the office record card under date of July 18, 1921, I had a conference with Foster & Kleiser about the maintenance of my bulletins there. This letter dated October 24, 1921 from Foster & Kleiser refers to an oral arrangement that had been made:

The letter referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 166-B in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 166-B.]

San Francisco

Los Angeles

[Crest]

Seattle

Foster and Kleiser

Telephone

Portland

— COMPANY —

Market 10

Oakland

OUTDOOR ADVERTISERS

Tacoma

273-295 Valencia Street

San Jose

JJ

Bellingham

San Francisco, Cal

Vallejo

October 24, 1921

Santa Barbara

Special Site Sign Co.,

308½ 12th St., Oakland

California

Attention, Mr. C. H. King.

My dear Mr. King:

We have recently noted that one of the bulletins which we permitted you to maintain for the Patton Paint Co. on the property of the Cowell Lime & Cement Co. opp. Holy Cross, has been coated out and a for sale sign painted thereon.

It was our understanding that as soon as the present contract for the Patton Paint Co. expired you would arrange to remove the same and, as previously advised, it is our intention to erect one of our latest type bulletins on

(Testimony of Charles H. King)

the location mentioned, and we therefore request that you have the same removed at your earliest convenience.

Thanking you for your usual prompt attention, we are,

Very truly yours,

FOSTER AND KLEISER COMPANY

By D. R. McNeill J.

San Francisco Manager.

DRMc:VBS

CHK

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 166-B Filed 12/21 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: I don't recall the oral arrangement very well but I do recall that the conversation was with Mr. McNeill and that it was to the effect that they had gotten a lease from the Cowell Lime & Cement Company, the owner of the property, and that they would allow me to stay on the property until our contract with the advertiser expired, and we were to pay \$100 annually for the privilege. We took our lease from the tenant, who was Lagomarsino. At that time there were no other advertising structures on the property. I had no knowledge of any other existing lease. I had no difficulty at

(Testimony of Charles H. King)

all with either the tenant or the owner about any structures being on the property. At the time I had this conference with Mr. McNeill in which this arrangement was made, the Patton Paint bulletins were being displayed on those boards. That had approximately a year to run. It was shortly after that conference that the board was painted out, as referred to by Mr. McNeill in the letter, Plaintiff's Exhibit 166-B. We painted it out because the order to maintain that bulletin was terminated by the Patton Paint Company. As I recall, after this letter from Mr. McNeill, I removed one of our boards and sold the other to them. On July 18, 1921, the date of the Foster & Kleiser lease, I couldn't say whether there were any blanked out boards of the Foster & Kleiser Company in that general vicinity.

Q What was the value of the Lagomarsino site?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further ground that any testimony on damages with reference to this location is barred by the statute of limitations.

THE COURT: Overruled.

(Testimony of Charles H. King)

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 134.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$1,800.

Mr. Glensor thereupon offered in evidence a lease from Herman Curcio to Special Site Sign Company, dated October 24, 1923, covering property located at 2252 East Twelfth Street. Said lease was received in evidence and marked Plaintiff's Exhibit 167-A in evidence, and is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 167-A.]

Hotel Lakeside 4x6'
Alameda Rug Wks " Oakland

Oct 24 1923

In consideration of 12.00 payable when sign is erected
.....hereby lease to undersigned, lessee, the space 6x10
FENCE
WALL of building located at 2252 E 12 St for advertising purposes for a period of 1 year from date with privilege to said lessee to further use said space for a like consideration for five succeeding periods. Should lessee

(Testimony of Charles H. King)

desire to cancel this contract, lessee shall give lessor 30 days' written notice before end of any term.

	Owner
	AGENT
	Herman Curcis TENANT
By Chas Batten	Address 2252 E - 12th St
Lessee	(Over)

Paid check #4843 11/2/23 Oakland

[In red pencil writing on face]:

Removed
3/25/27

No 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 167-A. Filed 12/21 1934. R. S. Zimmer-
man, Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Two Foster & Kleiser Company's office record cards on property described as East 12th north line 232-1/2 feet west of 53rd, being the same property as that described in the lease, were received in evidence, read to the jury, and marked Plaintiff's Exhibits 167-C and 167-D in evidence. Said Plaintiff's Exhibit 167-C in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 167-C.]

R✓

[Crest]

Foster and Kleiser
COMPANY

E 12th NL 232.50 W. 23rd Ave 140x150

LOCATION ~~E 12th NL 250' E 22nd Ave. 140'~~LEGAL ~~Lot. . . . Blk 107 E0~~ (Metes & Bnds) Block
106, Rancho San AntonioOWNER ~~MRS. FOULKES~~ ED. MARKOVITS,
C/o A. Bercovich Co.ADDRESS ~~2610 E 14th St., Oakland, 732 Rosal Ave.~~
AGENT 127 2nd Street, Oakland

LEASE No. 2769 EXTRA TIGHT

CITY Oakland

CLASSIFICATION SUR

PHONE

	Amt.		
Date	Offered	By	Remarks
3- 6-24		LG	Getting 35.00 per mo. from pottery co. for storage. Gave 15 day option to R. E. CO. to sell. May be able to rent frontage to us.

Up 5-1-24

(Testimony of Charles H. King)

- | | | |
|----------|----|---|
| 5- 2-24 | LG | Mrs. Foulkes about ready to close deal at \$20.00 per ft. Cannot rent now up 7-1-24 |
| 7- 2-24 | ED | Property to be sold. Up 9-2-24 |
| 9-16-24 | LG | Would let us have but has deal on to sell. Up 11-16-24 |
| 11-10-24 | LG | Frontage all leased out at present.
Up 2-10-25 |
| 2- 7-25 | LG | Using for storage purposes.
Up 4-25-25 |
| 4-22-25 | LG | Leased for Auto Tire Shop & second-hand autos. Up 7-18-25 |
| 7-21-25 | LG | No progress. Being used for auto and tire shop. Up 10-10-25 |
| 10-14-25 | LG | Leased entire frontage for storage; no progress. Up 1-10-26 |
| 1-14-26 | LG | No signs. Leased entire front of lot. Up 4-1-26 |
| 4- 2-26 | LG | “ for storage. No progress.
Up 6-20-26 |
| 6-18-26 | LG | “ “ “ Up 9-4-26 |

(Testimony of Charles H. King)

Date	Amt. Offered	By	Remarks
9- 3-26		LG	Leased for storage purposes. No signs at present. Up 11-1-26
11- 2-26		LG	" " " " No progress. Up 1-20-27
		WAH	
1- 7-27		LG	10 yrs. from 2-15-27 @ \$480.00 yr. 12/A Form A-1 (scratched) from Ed. Markovits
6-29-29		RCB	Dispute over who is to receive TT. S. Lederer to return in 2 weeks or month.
7- 5-29		RCB	10 yrs. from 7-5-29 @ \$1 pr. TT per week. Form A-1 from H. H. Lederer (tenant) Up 12 29 29
7-27-31		WAH	Markovits agreeable to \$60.00 reduction effective 8-15-31. Lease prepared and mailed for his attorney's approval. HOLD RENT. Up 8-5-31
*7-30-31		WAH	5 Yrs from 8-15-31 @ \$420.00 Yr. 12/A Form E from Ed Markovits, owner (Non-community) 1-C
7- 1-32		WAH	Reduce rental to \$390.00 yr effective July 15th, 1932, as per understanding with Mr. Markovits as of June 30th.✓

(Testimony of Charles H. King)

- 7-14-32 WAH Above arrangement confirmed by
letter from Markovits today.
- 10-22-32 WAH Letter to Markovits today offering
\$16.25 per month.
- 10-27-32 WAH *Rental reduced to \$240.00 yr
12/A until we find a subtenant.
New arrangement will be made at
that time.
- 1-10-33 WAH Preparing sub-lease for second
hand lumber yard tenant, F. C.
Barr, 3467 Davis Street, Oakland
(Fruitvale 5701-J) to become ef-
fective 2-1-33 @ \$50.00 per month
the first year and \$75.00 per
month the remaining two years.

* Entries typewritten in red.

[Stamped on face of card]:

EXTRA TIGHT

TRANSFERRED to NEW CARD 1-16-33 NEB

No. 5673-C. Special Site vs. Foster & Kleiser. Ex-
hibit No. 167-C Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 167-D in evidence is in words
and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 167-D.]

77

[Crest]

Foster and Kleiser
COMPANYCITY Oakland CLASS SUR ASSIGNED TO
LEASE NO. 2769

LOC. E 12th NL 232.50 W 23rd Ave 140x150
LEGAL Block 106, Rancho San Antonio (metes and
bounds)

LOC.
LEGAL

OWNER ED MARKOVITS ESTATE
ADDRESS C/o A. Bercovich Co. 127-2nd St. Oakland

	Amt.		
Date	Offered	By	Contact Data
1-16-33		NEB	See old card in trans.file.
*7-30-31		WAH	5 yrs from 8-15-31 @ \$420.00 yr 12/A Form E from Ed Marko- vits, owner (non-community) 1-C
1-10-33		WAH	Preparing sub-lease for second hand lumber yard tenant, F. C. Barr, 3467 Davis Street, Oakland (Fruitv. 6107-J) to become effec- tive Feb. 1, 1933 @ 50.00 per

(Testimony of Charles H. King)

month the first year and \$75.00 per month the remaining two years.

- 1-16-33 WAH Lease as outlined in previous entry signed by F. C. Barr and his wife, Elva G. Barr. This represents a total saving of \$420.00 per year effective as of Feb. 1st, 1933.
- *1-16-33 NEB Rental to Markovits increased to \$420.00 yr effec 2-1-33 account location sub-leased @ \$600.00 per year.
- 7- 5-33 WAH Ed Markovits deceased. Son, Joe Markovits, administrator, requests checks be made payable as follows:
Edward Markovits Estate

* These entries typewritten in red.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 167-D Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

A letter from Foster & Kleiser Company to Special Site Sign Company, dated February 15, 1927, was thereupon received in evidence and marked Plaintiff's Exhibit 167-B in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT NO. 167-B.]

[Crest]

Foster and Kleiser

—COMPANY—

KK.

ADVERTISING

22nd and Market Streets

Telephone Lakeside 8760

Special Site Sign Company, OAKLAND, CAL.
3225 Louise Street, February 17, 1927
Oakland, California.

Gentlemen:

We note that you are maintaining two small paint structures on property known as 2250 E. 12th Street which takes in a frontage of 140' on which property we hold an exclusive advertising lease.

We would ask you to kindly remove these boards within five days from date of receipt of this letter as we desire to use the property.

In the event that they are not removed by that time we shall remove the boards and hold them in our yards awaiting your instructions.

Yours very truly,

FOSTER AND KLEISER COMPANY

H H Walters

H. H. Walters

Lease Manager

WH:RW

OAKLAND BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 167-B Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: I don't know who the Ed. Markovits was who is referred to on the office record card under date of January 7, 1927. We did not remove our boards immediately after we received the letter, Plaintiff's Exhibit 167-B in evidence; a few days probably elapsed. This note here in my file was made by me. It indicates that the structures were removed on March 25, 1927; that is right. We were paying \$12 for the property. Our lease was in effect and our structures were on the property at the time the lease was taken by Foster & Kleiser. Nevertheless, we moved off. In a number of these cases where I had a lease that was apparently all right, I removed my structures on demand by Foster & Kleiser. I thought that it was something similar to a man in a rowboat trying to fight a battleship. I could not afford to take the time and I did not see that I would get anywhere if I did fight it out with them. It would take all my time and I had to devote my time to my business. I didn't have any leasemen. I did my own leasing or I had a salesman do my leasing and they were occupied most of the time doing selling. I could not be at all points of the compass at one time.

Curcio was in possession of that property. He was on the premises. He lived there in an old residence. I took our lease from him. I did not have any trouble with Curcio or anybody else except Foster & Kleiser about the lease.

Q BY MR. GLENSOR: What was the value of the lease?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on

(Testimony of Charles H. King)

the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the grounds that it has not been shown that Special Site Sign Company's lessor had any right to lease the property and on the further ground that it is barred by the statute of limitations. I also move to strike out all the testimony that has been given with respect to the matter.

THE COURT: Objection overruled and motion denied.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 135.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$168.

Witness continuing: That was a city location. We had two 4 by 6 painted bulletins on it. It could have been developed for a de luxe illuminated board. Charles Batten was our construction foreman. He signed the lease that we claimed under. He acted as our agent. He secured the lease for us. He was employed by us.

I recall the Hook Ranch in Santa Cruz County.

A lease covering the property referred to by the witness, dated January 14, 1920, was thereupon received in evidence and marked Plaintiff's Exhibit 168-A in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 168-A.]

G & J.

Oakland, Cal., 1/14 1920

In Consideration of Twenty five dollars—(\$25.00) Dollars per year, payable in yearly installments in advance, the undersigned, Lessor, hereby leases to SPECIAL SITE SIGN CO., of 308 Twelfth Street, Oakland, California, Lessee, its successors or assigns, the premises (with the privilege of access through and upon same) known and described as follows, to-wit:

On the property of J. W. Hook situated on Dry Creek R'd. bet. Los Gatos and San Jose as agreed.

for the exclusive erection and maintenance of advertising signboards thereon. Rent to commence when the signboards are erected on said property, and on like terms for the five (5) succeeding years, unless terminated by the Lessor as hereinafter provided, or terminated by the Lessee giving ten (10) days' written notice of termination of this Lease, and removing said signboards from said property.

It is Expressly Agreed, that the Lessor may order the advertising signboards removed at any time by giving the Lessee thirty (30) days' notice in writing, in case the Lessor sells the premises, or improves same by erecting a building on said premises, or leases said premises for other than advertising purposes, and upon consummation of said sale, or improvement thereon, evidenced by passing of Deed or Building Permit, respectively, the Lessor shall

(Testimony of Charles H. King)

refund to the Lessee the rent paid in advance, pro rata, from the time of the removal of its boards. In case the boards should be removed pursuant to any such notice, and the proposed sale or improvement should not be made forthwith, then the Lessee shall again have the exclusive right to replace its boards on said premises, and this Lease shall continue in force for the term above mentioned.

Should the View of the boards become in any way obstructed, the Lessee may terminate this Lease and the Lessor shall refund to the Lessee the rent paid in advance, pro rata, for the unexpired terms above mentioned.

All Boards placed on the premises under this Lease shall remain the property of the Lessee, and may be removed by them at any time.

J. W. Hook

Lessor.

#89 Fairview Plaza.

Address Los Gatos Cal.

Tel: Los Gatos 122-R

SPECIAL SITE SIGN CO., Lessee,

By Charles H King Jr.

[On back in pencil]: G & J Tires—

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 168-A Filed 12/21 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

A lease dated September 30, 1924 covering the property referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 168-B in evidence, and is in words and figures as follows, to-wit:

Said exhibit was thereupon read to the jury.

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 168-B.]

Cr TWB

J 149

Goodfellows

[Crest]

OAKLAND

SPECIAL SITE SIGN CO.

CALIF.

ADVERTISING PRIVILEGE

Memorandum of Agreement, made this 30th day of Sept 1924 by and between J. W. Hook, the party of the first part, and SPECIAL SITE SIGN CO., party of the second part.

Witnesseth, That for the consideration hereinafter named, to be paid by second party to first party, the said first party hereby grants to said second party the exclusive use of the following described premises, with free access and entrance to and upon same at any and all times during the term hereof:

San Jose-Los Gatos highway, about 1 mile South East of Cambell situated in the ~~City of~~ Cambrain School District State of Cal. for a period of ~~five~~ ^{one} years from Jan 14th 1925 to Jan 14th 1926 for the purpose of constructing and maintaining painted, printed, or illuminated signs

(Testimony of Charles H. King)

or devices for advertising purposes, including the placing and maintaining of devices for the illumination of such signs with necessary connections therefor. In consideration of which the party of the second part agrees to pay the party of the first part the sum of Twenty-five no/100 Dollars, payable in advance for each year of said term during which said premises are used for said advertising purposes.

This agreement shall continue in force from year to year after the term hereof unless terminated at the end of such term, or any such additional year, upon written notice of either party served not less than thirty days before the end of such term or additional year; provided, however, that if the said property is sold, or the possession thereof required by the first party for the purpose of building upon, or is leased for other than advertising purposes, then this contract shall terminate, and the first party shall refund to the second party the unearned portion of rent paid by the second party, if any, and in this event the second party shall remove all signs and connections upon ten days' written notice from the first party. In the event that the said premises shall be altered or changed in such manner that the advertising value thereof, is destroyed, or impaired, or should the view of such premises become obstructed or the use thereof prevented by law, the second party shall have the right to cancel this agree-

(Testimony of Charles H. King)

ment and have a refund of the unearned portion of rent already paid, if any.

The party of the second part is hereby authorized to remove any and all signs of any other person or corporation on said rented premises, and shall be the owner of and have the right to remove all signs, material, and equipment placed on said premises under this agreement.

It is expressly understood that SPECIAL SITE SIGN CO. is not bound by any stipulations, representations or promises not printed or written on this contract.

Signed

J W Hook { Owner
 { Tenant
 { Agent

Address Los Gatos
89 Fairview

Accepted by SPECIAL SITE SIGN CO.

Per T W Burke

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 168 B. Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

A receipt for rental of the above described property was thereupon received in evidence and marked Plaintiff's Exhibit 168-C in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 168-C.]

Received of Special Site Sign Company the sum of Thirty Dollars covering sign locations rentals, as follows:

Good Fellows Grill sign 1/14/26 to 1/14/27	25.00
Cohen Furn. Co. Sign “ “	5.00
	\$30.00

In consideration of the above the provisions contained in that certain advertising privilege between J. W. Hook and the Special Site Sign Company for the term Jan. 14, 1925 to 1926 are hereby extended for the period Jan. 14, 1926 to 1927.

This receipt to be attached to and become a part of aforesaid lease.

J. W. Hook

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 168-C Filed 12/21 1934 R. S. Zimmerman, Clerk
By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

A lease dated January 14, 1928 covering the property referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 168-D in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 168-D.]

A-1

89 Fair View Plaza

[Crest]

OAKLAND

SPECIAL SITE SIGN CO.

CALIF.

No.

City Los Gatos State California Date January 14, 1928

In consideration of twenty five (\$25.00) Dollars per year, payable yearly in advance, the undersigned Lessor hereby leases to Special Site Sign Company, Lessee, the exclusive use of the premises (with free access to and upon same) described as property on San Jose-Los Gatos highway, at Dry Creek & Known as the Stock Ranch situated in the City of..... County of Santa Clara State of California for a period of ten years from date, 19.... for the purpose of erecting and maintaining painted, printed, or illuminated advertising signs, including necessary structures, devices and connections.

In the event said property is improved by erecting thereon a permanent building, this lease shall thereby be terminated; the Lessee shall, upon the return to it of all rent paid for the unexpired term of this lease and upon thirty days' written notice from the Lessor that such permanent improvements are to be made, remove said signs and structures from said property; in the event such improvements shall not be commenced within thirty days after the removal of such signs and structures, the Lessee shall have the right to re-enter said premises and reconstruct said signs and structures.

(Testimony of Charles H. King)

In the event a portion only of the property is improved by erecting thereon a permanent building, the Lessee has the option of using the remaining portion on the same terms as herein provided except the rental shall be proportionately reduced.

If the view of the property or advertising signs is obstructed, or impaired, or the use of such signs is prevented by law, the Lessee shall have the right to cancel this agreement and receive all rent paid for the unexpired term of this lease, by giving the Lessor notice in writing of such obstruction, impairment, or prevention of use.

In the event a portion only of the view of the property or advertising signs is obstructed, or impaired, the Lessee has the option of using the remaining portion on the same terms as herein provided, except the rental shall be proportionately reduced.

After the term hereof, this lease shall continue in force from year to year unless terminated at the end of such term, or any additional year thereof, upon written notice of termination by the Lessor or Lessee, served not less than thirty (30) days before the end of such term or additional year.

The Lessee shall protect and save harmless the Lessor from all damage to persons or property by reason of accidents resulting from the neglect or wilful acts of its agents, employees or workmen in the construction, maintenance, repair or removal of its signs on said premises.

The Lessee is and shall remain the owner of all signs and improvements placed by it on said property and has the right to remove same at any time.

(Testimony of Charles H. King)

In the event that the Lessee, for the purpose of improving the appearance of said property, shall place or plant gravel, lawns, shrubs or flowers thereon or install water service pipes and fittings for the upkeep of said property, then the Lessee shall at all times be deemed the owner of such gravel, lawns, shrubs, flowers, pipes and fittings and shall have the right to dig up and remove same at any time.

The Lessor represents that he is the $\left\{ \begin{array}{l} \text{OWNER} \\ \text{TENANT} \\ \text{AGENT} \end{array} \right\}$
of the premises above described and has the authority to make this lease. The word "Lessor" as herein used shall include and mean "Lessors."

It is expressly understood that the special Site Sign Company is not bound by any stipulations, representations, or promises not written or printed on this contract. This lease is binding upon the heirs, assigns and successors of both the Lessor and the Lessee.

Signed: Mrs. J. W. Hook

Lessors.

89 Fairview Plaza Los Gatos

Address.

Accepted by SPECIAL SITE SIGN COMPANY,
Lessee.

Per E. R. King.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 168-D Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

(Testimony of Charles H. King)

Foster & Kleiser Company's office record card covering the property referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 168-E in evidence, and is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 168-E.]

[Crest]

Foster and Kleiser
COMPANY

Cancel 25 00

CITY S. F. CLASS Hwy. LEASE NO. 6345

See over

LOC. S. F. Sta Cruz Salinas Hwy. LS 4.7 Mi S of Junct.
of Race & San Carlos Sts. San Jose

LEGAL #49 Page 47 Ware Tract

LOC. S. F. Sta Cruz Salinas Hwy LS 4 7/10 Mi S Junct
Race & San Carlos St San Jose

LEGAL #49 Page 47 Ware Tract

OWNER (Mrs.) J. W. Hook

ADDRESS 89 Fair View Plaza, Los Gatos, Calif.

(Old Card in Transfer File)

(Testimony of Charles H. King)

Am't

Date	Offered	By	Contact Data
*7/12/29		KGH	10 yrs. from 6/10/29 @ \$25.00 yr.—Ann. Form A-1 from Mrs. J. W. Hook. (Non-Com.)
2/24/30		M	T. D. 1-50x10 Hwy. Bull. (Blank) per memo CWH 2/11/30 Refile
8/ 7/30		M	Cancel at anniv. 4/1/31
*5/20/31		EG	Rental paid to 6/10/31.
6/22/31		LWC	Letter to Mrs. Hook confirming oral agreement to cancel lease out as of 6/10/31, the date to which rental has been paid. Up 6/10
*6/22/31		HMA	Rental paid to 6/10/31.

[Stamped on face of card] CANCELLED JUN 29 1931

Misc. San Jose-Los Gatos Hwy LS 4-1/10 Mi S Junct
Race and San Carlos St. San Jose

#49—Page 41—Ware Tract

20

(10)*

*These items shown in red on card.

(Testimony of Charles H. King)

IV

[Crest]

Foster and Kleiser
COMPANYLOCATION S/S San Jose Los Gatos Hwy ~~5.3~~ mi. W.
San JoseLEGAL S. F.-Sta Cruz-Salinas Hwy. LS 4.1 Mi S of
Junct. of Race & San Carlos Sts. San Jose

OWNER J. W. Hook (Mrs.)

ADDRESS 89 Fair View Plaza, Los Gatos, Cal.

AGENT LEASE No. 6345 CITY

CLASSIFICATION Highway PHONE

TRANSFER FILE

Date	Am't Offered	By	Remarks
			5
6/ 2/24		EHW	5 yrs. from 6/10/24 @ 25.00 yr. ann. form B
7/ 1/24			Bld. 50x10 Reg. High. "Hotel Vendome"
*7/12/29		KGH	10 yrs. from 6/10/29 @ \$25.00 yr.—Ann Form A-1 from Mrs. J. W. Hook.

[Stamped on card] SEE NEW CARD MADE UP

*This item shown in red on card.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 168-E Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: I think the Hotel Vendome bulletin referred to on the office record card, Plaintiff's Exhibit 168-E in evidence, was our bulletin. This property was on the Santa Cruz-Los Gatos Road which is the principal highway leading down to Santa Cruz. We built a 10x50 highway bulletin on it. Whenever I use the word "bulletin" I refer to a painted bulletin. Foster & Kleiser built a structure on that property at or about the date they took a lease, as shown by the office record card, July 12, 1929. It was about 30 feet from our structure. It shortened the view of our bulletin. After Foster & Kleiser built, our bulletin burned up. I took a prospective customer down to look at it and found a pile of ashes there. Foster & Kleiser's bulletin was not burned. The fire was confined to our board. There was no grass on the ground and it was under some heavy eucalyptus trees. I should say that was about December, 1929, to the best of my recollection. The fire took place after we secured our A-1 lease. That is the best form of advertising lease. It is referred to by Foster & Kleiser in their cards. I did not rebuild because I was informed by Mrs. Hook that the property had changed hands and when my sign was destroyed there was no evidence that I ever had had possession of the property. My A-1 form would have bound the new owner but with the sign gone, I realized I could not hold the new owner. I found out, on investigating Foster & Kleiser's cards, that there was never any change of ownership so far as their cards show. It showed Mrs. Hook still the owner there. We would not have built the same site anyway, but we

(Testimony of Charles H. King)

could have built it in another way there. The card shows that Foster & Kleiser's lease was on June 10, 1929. I believe our structure was on the property at the time that lease was taken. Our leases go back for quite a number of years on that property and we had our structure on there all the time.

Q. What was the value of the Hook leasehold?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 136.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value is \$1,104.

Witness continuing: We had a location known as The Richmond Company property on both sides of San Pablo Highway, north of the town of San Pablo.

A lease from The Richmond Company dated November, 1924 was thereupon received in evidence and marked Plaintiff's Exhibit 169-A in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 169-A.]

OAKLAND
SPECIAL SITE SIGN CO.
CALIF.

Claremont Hotel

ADVERTISING PRIVILEGE

Memorandum of Agreement, made this 3rd day of March, 4 1927 by and between Richmond Co., Inc., of Richmond, Calif. the party of the first part, and SPECIAL SITE SIGN CO., a corporation of California, with principal place of business at 3225 Louise St., Oakland, Calif.

Witnesseth, That for the consideration hereinafter named, to be paid by second party to first party, the said first party hereby grants to said second party the exclusive use of the following described premises, with free access and entrance to and upon same at any and all times during the term hereof: On De Laveaga Ranch, at gore formed by 23rd St. (or old Highway) and new Highway, at top of Hill situated in the City of Contra Costa County State of California for a period of five years from March 4, 1927 for the purpose of constructing and maintaining painted, printed, or illuminated signs or devices for advertising purposes, including the placing and maintaining of devices for the illumination of such signs with necessary connections therefor. In consideration of which the party of the second part agrees to pay the party of the first part the sum of Fifteen & 00/100 Dollars, payable an-

(Testimony of Charles H. King)

nually in advance for each year of said term during which said premises are used for said advertising purposes.

This agreement shall continue in force from year to year after the term hereof unless terminated at the end of such term, or any such additional year, upon written notice of either party served not less than thirty days before the end of such term or additional year; provided, however, that if the said property is sold, or the possession thereof required by the first party for the purpose of building upon, or is leased for other than advertising purposes, then this contract shall terminate, and the first party shall refund to the second party the unearned portion of rent paid by the second party, if any, and in this event the second party shall remove all signs and connections upon ten days' written notice from the first party. In the event that the said premises shall be altered or changed in such manner that the advertising value thereof, is destroyed, or impaired, or should the view of such premises become obstructed or the use thereof prevented by law, the second party shall have the right to cancel this agreement and have a refund of the unearned portion of rent already paid, if any.

The party of the second part is hereby authorized to remove any and all signs of any other person or corporation on said rented premises, and shall be the owner of and have the right to remove all signs, material, and equipment placed on said premises under this agreement.

(Testimony of Charles H. King)

It is expressly understood that SPECIAL SITE SIGN CO. is not bound by any stipulations, representations or promises not printed or written on this contract.

Signed Richmond Company Incorp { Owner
Tenant
Agent

Lathem J Young V. Pres
Address 6th & Macdonald Ave., Richmond.
Mercantile Trust Bldg.

Accepted by SPECIAL SITE SIGN CO.

Per Charles H. King Jr

Taken off Feb. 8 1928

The Richmond Co., Inc.

CASH RECEIPT No. 2918
Date 3/8/27

Received From Special Site Sign Co Oakland, Calif

Description	Principal Interest	Miscellaneous	Total
Sign Rental		15-	
3/4/27 to 3/4/28			15-

H J W

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 169-A Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

A lease dated January 4, 1927 covering the property referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 169-B in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 169-B.]

[Crest]

OAKLAND
SPECIAL SITE SIGN CO.
CALIF.

ADVERTISING PRIVILEGE

Memorandum of Agreement, made this Fourth day of January 1927 by and between The Richmond Co. Inc. of Richmond Calif. the party of the first part, and SPECIAL SITE SIGN CO., a corporation of California, with principal place of business at 3225 Louise St., Oakland Calif.

Witnesseth, That for the consideration hereinafter named, to be paid by second party to first party, the said first party hereby grants to said second party the exclusive use of the following described premises, with free access and entrance to and upon same at any and all times during the term hereof. Between 23rd st (or old Highway) and New highway as at present sign to be north of creek and west of present Highway Display sign on
County of

De Laveaga Ranch situated in the City of Contra Costa State of California for a period of five years from
.....for the purpose of constructing and maintaining painted, printed, or illuminated signs or devices for advertising purposes, including the placing and maintaining of devices for the illumination of such signs with necessary connections therefor. In consideration of which the party of the second part agrees to pay the party of the first part the sum of Thirty dollars (30.00) Dollars,

(Testimony of Charles H. King)

payable yearly in advance for each year of said term during which said premises are used for said advertising purposes.

This agreement shall continue in force from year to year after the term hereof unless terminated at the end of such term, or any such additional year, upon written notice of either party served not less than thirty days before the end of such term or additional year; provided, however, that if the said property is sold, or the possession thereof required by the first party for the purpose of building upon, or is leased for other than advertising purposes, then this contract shall terminate, and the first party shall refund to the second party the unearned portion of rent paid by the second party, if any, and in this event the second party shall remove all signs and connections upon ten days' written notice from the first party. In the event that the said premises shall be altered or changed in such manner that the advertising value thereof, is destroyed, or impaired, or should the view of such premises become obstructed or the use thereof prevented by law, the second party shall have the right to cancel this agreement and have a refund of the unearned portion of rent already paid, if any.

The party of the second part is hereby authorized to remove any and all signs of any other person or corporation on said rented premises, and shall be the owner of and have the right to remove all signs, material, and equipment placed on said premises under this agreement.

(Testimony of Charles H. King)

It is expressly understood that SPECIAL SITE SIGN CO. is not bound by any stipulations, representations or promises not printed or written on this contract.

Signed Richmond Co Inc { Owner
 Tenant
 Agent

By L J Young

Address 6th & Macdonald Ave Richmond
 Mercantile Trust Bldg.

Accepted by SPECIAL SITE SIGN CO.

Per Charles H King Jr. Mgr

Taken off Feb 11 1928

The Richmond Co., Inc.

CASH RECEIPT

No. 2700

Date 1/12/27

Received From Special Site Sign Co

Description	Principal	Interest	Miscellaneous	Total
Sign Lease			4 85	
Extension				
11/6/27 to 1/4/28				
H. J. W.				4 85

No. 5673-C. Special Site vs. Foster & Kleiser Plf
 Exhibit No. 169-B Filed 12/ 21 1934 R. S. Zimmerman,
 Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

A lease dated March 4, 1927 covering the property referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 169-C in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 169-C.]

\$3. TWB J 2 6. C.A.H. J 3

[Crest]

OAKLAND

SPECIAL SITE SIGN CO.

CALIF.

ADVERTISING PRIVILEGE

Memorandum of Agreement, made this 6th day of November, 1924 by and between THE RICHMOND COMPANY the party of the first part, and SPECIAL SITE SIGN CO., party of the second part.

Witnesseth, That for the consideration hereinafter named, to be paid by second party to first party, the said first party hereby grants to said second party the exclusive use of the following described premises, with free access and entrance to and upon same at any and all times during the term hereof: In N.E. cor. of field on De Laveaga Ranch, being about 956 feet northerly along state highway from intersection of SW. Cor. of DeLaveaga Ranch with the property of the Flint Land Co. situated in the City of County of Contra Costa State of California, for
one

a period of ~~five~~ years from Date for the purpose of constructing and maintaining painted, printed, or illuminated signs or devices for advertising purposes, including the placing and maintaining of devices for the illumination of such signs with necessary connections therefor. In consideration of which the party of the second part agrees to pay the party of the first part the sum of (\$30.00) Thirty

(Testimony of Charles H. King)

& 00/100 Dollars, payable yearly in advance for each year of said term during which said premises are used for said advertising purposes.

This agreement shall continue in force from year to year after the term hereof unless terminated at the end of such term, or any such additional year, upon written notice of either party served not less than thirty days before the end of such term or additional year; provided, however, that if the said property is sold, or the possession thereof required by the first party for the purpose of building upon, or is leased for other than advertising purposes, then this contract shall terminate, and the first party shall refund to the second party the unearned portion of rent paid by the second party, if any, and in this event the second party shall remove all signs and connections upon ten days' written notice from the first party. In the event that the said premises shall be altered or changed in such manner that the advertising value thereof, is destroyed, or impaired, or should the view of such premises become obstructed or the use thereof prevented by law, the second party shall have the right to cancel this agreement and have a refund of the unearned portion of rent already paid, if any.

The party of the second part is hereby authorized to remove any and all signs of any other person or corporation on said rented premises, and shall be the owner of and have the right to remove all signs, material, and equipment placed on said premises under this agreement.

It is expressly understood that SPECIAL SITE SIGN CO. is not bound by any stipulations, representations or promises not printed or written on this contract.

(Testimony of Charles H. King)

Accepted by SPECIAL SITE SIGN CO.

Per Charles H King Jr

Signed

THE RICHMOND COMPANY

Galen C. Downing { Owner
 } Tenant
 } Agent
 } Secty.
Address 2234 Mac Donald Ave
 } Richmond

The owner agrees that if this location be available or used for advertising purposes after Nov. 6, 1925 and the property be owned by the Richmond Co., the second party shall have the first option to renew this agreement at the same price. GCD

[Written on face]: New lease Jan 4 1927
 over

[On back]:

[Diagram of premises.]

[Attached to Agreement]:

Sole Agents For

The Richmond Company

Flint Land Company

Herbert F. Brown, Inc.

Herbert F. Brown Estate

T C. Brown

APPRAISAL AND SALES CORPORATION
of California

2234 Macdonald Avenue

Richmond, California, Nov. 20, 1925

(Testimony of Charles H. King)

Received of Special Site Sign Co. \$30.00 Thirty # Dollars
Sign rent—S/W Corner De Laveaga Tract—From
11/6/25 to 11/6/26

APPRAISAL and SALES CORPORATION
of California

By A Power

The Richmond Co., Inc.

CASH RECEIPT

Received from	No. 2582
Special Site Sign Co	Date 12/11/26

Description	Principal Interest	Miscellaneous	Total
Sign Rent		30 —	
11/6/26 to 11/6/27			
H.J.W.			30 —

No. 5673-C. Special Site vs. Foster & Kleiser Plf Ex-
hibit No. 169-C Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: We occupied that property. We had a 10x50 and a 16x100 bulletin on it. At one time they were on both sides of the highway and then we moved over onto the west side of the highway.

Four Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibits 169-D, 169-E, 169-F and 169-G in evidence, respectively. Said Plaintiff's Exhibit 169-D in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 169-D.]

[Crest]
Foster and Kleiser
Company

CITY Oakland CLASS. HWY. & SUR
LEASE NO. 3097

LOC. (a) San Pablo Hwy ES from San Pablo Creek
North about 1 Mi.

LEGAL

LOC. (b) San Pablo Hwy WS 4/10 Mis. North San
Pablo Creek 5/10 Mis.

LEGAL

OWNER W. T. WOOD

ADDRESS #1 Drumm St., San Francisco, Calif.

Am't

Date	Offered	By	Contact Data
9-1-27		BEC	5 yrs from 9-1-27 @ 60.00 yr S/A (to be increased 15.00 yr for each sign over 4) Form A-1 from W. T. Wood owner (non-community.)
1-30-31		RW	Title to this property changed to Redwood Highlands Co. Ltd. which company is owned by W. T. Wood. Not to be classed as change in ownership. O. K. WAH
2-17-31		RW	Portion of above property purchased by F. L. Farish, 145 Oak St., Woodland, Calif. Mr. Farish

(Testimony of Charles H. King)

requested we bill W. T. Wood for back rent from time property purchased (about Sept. 1930) until March 1, 1931. Mr. Farish will call at this office and sign new lease before March 1st.

Up 3-1-31

3-5-31 RW Rental on property owned by Parish withheld. Reduce rent to \$105.00 as 7 boards remain on property of W. T. Wood.

3-5-31 RW Letter to W. T. Wood explaining reduction and again requesting refund for F. L. Farish.

Up 3-15-31

3-11-31 RW Letter of 3/5 not mailed to Wood, as refund received. Letter today to Wood ackn. check and explaining reduction in rental and letter to Farish req. he call at our office as soon as possible to make new agreement.

Up 3-25-31

Am't

Date	Offered By	Contact Data
3-25-31	WAH	Let ride until R. G. W.'s return.

Up 4-10-31

No. 5673-C. Special Site vs. Foster & Kleiser Pif
Exhibit No. 169-D. Filed 12/21 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 169-E in evidence is in words and figures as follows, to-wit:

1324

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT NO. 169-E.]

[Crest]

Foster and Kleiser
COMPANY

EL 3.7 Mi. N. Cutting

LOCATION San Pablo Highway RS ~~± mi.~~ N San Pablo
LEGAL

OWNER APPRAISAL AND SALES CORPORA-
TION OF CALIFORNIA
THE RICHMOND CO. INC.

ADDRESS ~~2234~~ Macdonald Ave., Richmond,
10th & MacDonald

AGENT

LEASE NO. 1785

CITY Oakland

CLASSIFICATION HWY

PHONE

	Amt.		
Date	Offered	By	Remarks
5-27-24		LG	10 yrs. from 5-27-24 @ \$15.00 yr. Form B

(Testimony of Charles H. King)

3-25-27	LG	See Lease #1205. New owner.
5-27-27	LG	10 yrs from 5-27-27 @ 15.00 yr Ann. Form A-1 from H. J. Werbe. Covered by lease No. 3097.
		Up 10-30-27

[Stamped on card]: STRUCTURES REMOVED—

CHECK FOR REBUILD OR CANCELLATION

OK WGH

OK JMS

[Stamped on card]: CANCELLED

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 169-E. Filed 12/21 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 169-F in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 169-F.]

[Crest]

Foster and Kleiser
CompanySan Pablo Hwy EL...7 Mi. N. Cutting Blvd.
(Richmond)LOCATION ~~San Pablo RS 7 Mi. N. San Pablo~~

LEGAL

OWNER THE RICHMOND CO, INC., American
Trust Bldg. 10th & MacDonaldADDRESS e/o C. Brown, Pres., Richmond.,
~~2234~~ ~~Macdonald~~ Ave. Richmond.,

AGENT

LEASE NO. 1205

CITY Oakland

CLASSIFICATION HWY

PHONE

	Amt.			
Date	Offered	By		Remarks
1-25-21	15.00	EW	5 yrs. from 2/1/21 @ 15.00 yr.	Form -Old F & K Lease & Cont. clause-SF
8-5-25		WH	10 yrs. from 2-1-26 @ \$15. yr.	Ann. Form A-1 (scratched) from Geo. Downing, Secretary.

(Testimony of Charles H. King)

- 3-25-27 LG Property now in hands of Mr. Haverside, 4th floor American Trust Bldg. Richmond. Call Tuesday for answer on exclusive adv. lease for frontage of 1 mile. Present leases good.
- 3-30-27 LG Mr. Haverside states directors not willing to give exclusive.
- 4-13-27 LG Called several times - not in.
- 4-29-27 LG Not in - secty. advised to see 10 A. M. mornings.
- 5-17-27 LG Haverside called - cashier bank - will not consider any signs; advised would call in to see again.
- 5-31-27 LG 10 yrs from 2-2-28 @ 15.00 yr Ann. Form A-1 from H. J. Werbe (agent). Covered by lease No. 3097. Up 10-30-27
STRUCTURES REMOVED--
CHECK FOR REBUILD OR
CANCELLATION

OK H H W.

OK M S

[Stamped on face]: CANCELLED

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 169-F. Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 169-G in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 169-G.]

\$ [Crest]
Foster and Kleiser
Company

CITY Oakland CLASS. HWY & SUR
LEASE NO. 3097

LOC. (a) San Pablo Hwy ES from San Pablo Creek
North about 1 Mi.

LEGAL See Lease.

LOC. (b) San Pablo Hwy WS 5/10 Mi North San
Pablo Creek 4/10 Mi.

LEGAL See Lease

OWNER REDWOOD HIGHLANDS COMPANY,
LTD.

ADDRESS 702 Highway, Redwood City, California

	Am't			
Date	Offered	By		Contact Data

See filled office record card for
previous information.

*4-9-31	WAH	10 yrs from 3-1-31 @ \$105.00 yr 4/Ann Form A-1 from Redwood
---------	-----	---

(Testimony of Charles H. King)

Highlands Company, Ltd. by J. W. B. Taylor, Vice Pres. & M. E. Jessup, Secty. owners 6-C

1-29-32 WAH Three more structures being removed this week. See letter dated today to Redwood Highlands Co. which is self-explanatory. Reduce rental to \$60.00 per year effective March 1, 1932.

5-28-33 WAH Hold rental. Taylor agreeable to \$15.00 per year reduction effective June 1st. Awaiting confirmation of this arrangement.

Up 6-10-33

*6-6-33 WAH Rental reduced to \$45.00 minimum to be increased at \$15.00 yr per unit when more than three are built - Special letter authorizing this reduction received.

*This entry written in red ink.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 169-G Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Witness continuing: This property was north of San Pablo Creek. The office record card covering two locations on San Pablo Highway east side from San Pablo Creek north, and San Pablo Highway west side north from San Pablo Creek, five-tenths of a mile, is the property on which our structures were. The W. T. Wood referred to on that card was the owner of that property. As I understand it, he bought it from The Richmond Company. Our signs were on there when he did. There were no Foster & Kleiser signs on there at any time. I believe they built on it after we removed. I received these letters from Foster & Kleiser dated September 29, 1927 and October 26, 1927.

The letters referred to by the witness were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibits 169-H and 169-I in evidence, respectively. Said Plaintiff's Exhibit 169-H in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 169-H.]

[Crest]

Foster and Kleiser
— COMPANY —
ADVERTISING

22nd and Market Streets
Telephone Lakeside 8760

Oakland, Cal.
September 29, 1927

Special Site Sign Company
3225 Louise Street
Oakland, California

Gentlemen: Attention Mr. Charles King

Re: San Pablo Highway ES from San Pablo Creek
north approx. 1 mi.

San Pablo Highway WS 4/10 mi. north San
Pablo, 5/10 mi.

As we now have an exclusive lease covering the advertising privileges on the above described property we request that you remove the following structures which you have erected on this property:

- 1 - 10x40' unilluminated bulletin advertising Hotel Claremont
- 1 - approximately 15x70' unilluminated bulletin advertising Western Auto Supply.

We would request that you have these structures removed within the next two weeks or by October 15th, 1927.

(Testimony of Charles H. King)

You also have a large target sign advertising 44 Cigars on San Pablo EL 120' S. Bancroft. As we have an exclusive advertising lease on this location we would request that you remove this structure within five days from date.

Thanking you for giving this your immediate attention, we are

Yours very truly,

FOSTER AND KLEISER COMPANY

H H Walters

H. H. Walters

Manager Lease Department

HHW:RB

OAKLAND BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 169-H Filed 12/21 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 169-I in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 169-I.]

[Crest.]

Foster and Kleiser

— COMPANY —
ADVERTISING

22nd and Market Streets
Telephone Lakeside 8760

Oakland, Cal.,
October 26, 1927

Special Site Sign Company,
3225 Louise Street,
Oakland, California.

Gentlemen: RE: (a) San Pablo Hwy ES frm San Pablo Ck North about 1 mile.

(b) San Pablo Hwy WS 4/10 Mi. N.
San-Pablo Creek 5/10 Mile.

Under date of September 29th, 1927, we wrote you requesting that you remove from the above described property, on which we have an exclusive advertising lease, the structures you have there.

We note that you have to date not removed these boards. Inasmuch as our letter gave you two weeks in which to remove these boards, and to date you have not done so, we are hereby notifying you to remove them within the next

(Testimony of Charles H. King)

five days, or we shall be compelled to take them down ourselves and to bill you for the cost of same.

Yours very truly,

FOSTER AND KLEISER COMPANY

H H Walters

H. H. Walters

Manager Lease Department

HHW:NEB

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 169-I Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Witness continuing: We removed our boards after that.

Q And after this alleged change of ownership to Mr. Wood, did Mr. Wood or the former owners ever notify you that your lease was terminated?

A No, they did not. I called on Mr. Wood, he was a personal friend of mine. However, he did not know that the Special Site Sign Company belonged to me. He told me that Foster & Kleiser represented to him that the Special Site Sign Company would not be in the picture very long, so it would be better to do business with Foster & Kleiser. And he interceded with Foster & Kleiser and tried to get them to allow me to stay there, but he was not able to do anything about it. He said he was sorry, but if he had known that Special Site Sign Company belonged to me he would not have made the deal.

(Testimony of Charles H. King)

MR. STERRY: We move to strike that out. I did not object to it because your Honor recollects that we had an agreement, to save time, that we would not object to the statements of lessors on the ground that would be covered by the stipulation, being subject to the same objections and exceptions, but this statement, I think, is outside, being an attempt to prove by hearsay overt acts, and not the result of overt acts.

THE COURT: Motion denied.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 137.

Q The point I am asking you about, there was no written or oral cancellation of your lease by the new owner, by reason of the change of ownership, or the sale, was there?

MR. CLARK: Object to that on the ground it calls for a pure conclusion.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 138.

A No, there was not.

Witness continuing: This was a surface highway location.

Q What was the value of the site, Mr. King?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own

(Testimony of Charles H. King)

formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 139.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$5,064.

Witness continuing: We had one 10 by 50 and one 16 by 100 painted bulletin on it but this figure, of course, is based on the development of the site. It could have carried seven 10 by 50 bulletins and one 16 by 100 bulletin. It was a considerable piece of property. In applying my formula, I based it on all of the structures which I felt could be erected.

I recall a location three miles north of Stockton on Cherokee Lane, known as the Vignolo property. We had a lease on it at one time. It was our pink form and was for a term of one year with an option of renewal for five succeeding years. I can't recall when that lease was taken. I think we paid \$12 a year rent for the property. I would not be sure. We had a Western Auto Supply sign on the property. I wrote this letter dated March 4, 1926 to Mr. Vignolo and his reply is written on the bottom of it.

The lease referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 170-A in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 170-A.]

CHARLES H. KING,
General Manager

Telephone
Humbolt 1523

[Crest]

OAKLAND
SPECIAL SITE SIGN CO.
CALIF.

OUT-DOOR ADVERTISERS
We Cover the Pacific Coast

3225 Louise Street
One Block West of Peralta

Oakland, California
March 4, 1926.

Mr. Aaron A. Vignolo,
P. O. Box 162,
Stockton, Calif.

Dear Sir:

We have been told that you have leased the advertising privilege on your property to the Foster & Kleiser Company. Will you please let us know if this information is correct?

We have a sign advertising the Western Auto Supply Co. on your property on Cherokee Lane 3 Mi. North of

(Testimony of Charles H. King)

Stockton, and are interested in knowing if this site is included in a lease to Foster & Kleiser.

Thanking you in advance for your response, we remain

Yours very truly,

SPECIAL SITE SIGN CO.,

BY Charles H King

GENERAL MANAGER.

Dear Mr. King:

All sign space on the A. Vignolo Ranch has been leased to Foster & Kleiser including Western Auto Supply Co. sign.

Respectfully,

Aaron A. Vignolo

by A E V

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 170-A Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Three Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibits 170-B, 170-C and 170-D in evidence, respectively. Said Plaintiff's Exhibit 170-B in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 170-B.]

[Crest]

Foster and Kleiser
COMPANY

LOCATION Stockton Blvd 1 , 4-2/10 mi. No. Stockton,
Cherokee

OWNER Aaron A. Vignolo

ADDRESS 1301 No. Edison St., Stockton, Calif.

AGENT

NUMBER 00776

CLASSIFICATION Hwy

PHONE

	Amt.		
Date	Offered	By	Remarks
9/23/22		BS	5 yrs. from 9/1/19 @ \$15.00 pr yr. Pay. Ann. By SF 2040

[Stamped on card]: CANCELLED

No. 5673-C. Special Site vs. Foster & Kleiser Plf Ex-
hibit No. 170-B. Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 170-C in evidence is in words
and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 170-C.]

[Crest]

Foster and Kleiser
CompanyLOCATION Stkn. Blvd L.S. via C. L. from Calaveras
Riv. to Cal. Traction Co. 3/10 mi

LEGAL See lease reverse

OWNER

OR

LEASE NO. 1990

~~TENANT~~ A. Vignolo,

CITY Sacto.

ADDRESS Box 162, Stockton CLASS. Hwy

AGENT

PHONE

Date	Amt. Offered	By	Remarks
8/24/25	75.00	JVD ^v	3 yrs from 9/1/25 @ 75.00 Ann Form A (Inserted Clause) A. Vignolo
3/31/28		JVD ^v	3 Yrs from 9/1/28 at \$80.00 Yr —2/A Form A-1 A. Vignolo
3/13/31		CET	Asked we call later on 6/1/31
6/ 3/31		CET	Cancel when T.D. comes thru. as we will not renew Tell Mr. Mack to T.D. structure

Date	Amt. Offered	By	Remarks
			Bounded on by Calif Traction Co, W by St. Hwy, N by St Hwy & Calaveras River

No. 5673-C. Special Site vs. Foster & Kleiser Plf Ex-
hibit No. 170-C Filed 12/21 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said Plaintiff's Exhibit 170-D in evidence is in words and figures as follows, to wit:

[PLAINTIFF'S EXHIBIT No. 170-D.]

[Crest]

Foster and Kleiser
Company

CITY SACTO	CLASS Hwy
ASSIGNED TO	LEASE NO. 3251

LOC. US Hwy #99 (Stkn Blvd) LS 3 Mi N of
Harding Way

LEGAL See Lease

LOC.

LEGAL

OWNER A. Vignolo
ADDRESS RFD, Stockton, California

Am't

Date	Offered	By	Contact Data
------	---------	----	--------------

12/26/33		JRN	3 Yrs from 1/1/34 @ \$30.00 Yr Ann Form A1 from A. Vignolo (Non-com) 1-C *
----------	--	-----	--

* This entry written in red ink.

No. 5673-C. Special Site vs. Foster & Kleiser Plf Ex-
hibit No. 170-D. Filed 12/21 1934 R. S. Zimmerman.
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Witness continuing: The term of our lease could be determined by the ledger sheets. I have it in my memorandum there. From this memorandum I find that our lease was from October, 1921 to October, 1926 at \$20 a year rental. Our lease expired in '26 but, as I recall, Foster & Kleiser were on the property before that while our lease was in effect. When I took our lease there were no Foster & Kleiser structures on the property. As far as I know, they appeared on the property after our sign was removed. I don't know who removed our sign. It was down and piled on the property, in about '25 before the expiration of our lease. I went up there and found our sign was down. Foster & Kleiser's sign was up at that time.

Q What was the value of that lease?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further grounds that the records show prior leases by Foster & Kleiser Company and that plaintiff's lease had expired and that there is no showing that Foster & Kleiser Company took the plaintiff's sign down.

(Testimony of Charles H. King)

It is objected to on the further ground that damages on this location are barred by the statute of limitations.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 140.

A. Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$1,104. We had one 10 x 50 highway bulletin on the property.

WEDNESDAY, DECEMBER 26, 1934.

Witness continuing: We had a location in San Francisco on the east side of Mission Street 180 feet south of College Avenue.

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

A lease to Special Site Sign Company dated July 23, 1931 covering the property referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 171-A in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 171-A.]

ADVERTISING PRIVILEGE

San Francisco 7/23 1931

In consideration of Six & no/100 Dollars \$6.00 payment to be paid before sign erected hereby lease to the undersigned, lessee, the space wall of building located at E S Mission St 180 ft S. College Ave for advertising purposes for a period of 1 year from 7/23/31 with privilege to said lessee to further use said space for a like consideration for five succeeding periods. Should lessee desire to cancel this contract, lessee shall give lessor 30 day's written notice before end of any term

SPECIAL SITE SIGN CO.

3225 Louise St. Oakland, Calif.

By GOS St

Lessee

St. Marus Park

Owner

Agent

A. R. Johnson

~~Tenant~~

Lessor

Address 3901 Mission

A R Johnson

[On back]:

[Diagram of premises.]

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 171-a Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Two Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence and marked Plaintiff's Exhibits 171-B and 171-C in evidence, respectively. Said Plaintiff's Exhibit 171-B in evidence is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 171-B.]

[Crest]

Foster and Kleiser
COMPANY

#10855

4

3920 CITY S. F. CLASS. Sur LEASE No.

LOC.	(A) Mission EL College Ave. to Murray St. 666x100 depth
LEGAL	Block 1383-D Lot 1 & Lots 20 to 43
LOC.	(B) Mission EL Murray St. to Mission Viaduct 830 843.164x100 depth
LEGAL	Block 1383-C Lots 29 to 60
OWNER	Roman Catholic Archbishop of S. F. by A. R. Johnson, Agt. Edward J. Hanna
ADDRESS	College Ave. & Mission, S. F. 1100 Franklin St., S. F.

Am't

Date	Offered	By	Contact Data	B3	ITA
11/26/29		JFW	Johnson advises lot 41 sold—being built on.		

(Testimony of Charles H. King)

12/14/29	JFW	Left leases with Johnson.	
1/ 8/30	JFW	Johnson advises Archbishop's office declines to lease. Will not allow any adv.	Up 3/1/30
3/11/30	JFW	Ownership OK.	up 6/1
6/ 4/30	JFW	Ownership same.	Up 8/25/30
8/22/30	WCM	No contact.	
8/26/30	WCM	Golf course pending.	Up 11/1/30
1/14/31	JWD	Lally of Archbishop's office requests letter and layout.	
1/19/31	JWD	Letter to Archbishop's office with diagrams quoting \$36.00.	
1/28/31	JWD	Lally has not had chance to take up. LWC	Up 2/15
*3/ 6/31	JWD	10 yrs. from 2/6/31 @ \$36.00 yr. - S/A Form A-1 (Sale & O. T. A. Clause) from The Roman Catholic Archbishop of S. F. by Edward J. Hanna. (Non-Community) 3C	

*This entry typewritten in red.

[Stamped on face of card]:

3/10/31 TRANS. TO NEW CARD

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 171-B. Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 171-C in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 171-C.]

[Crest]

Foster and Kleiser
COMPANYCity S. F. Class Sur S. P. D. Assigned to
Lease No. 10855

LOC. (A) Mission EL College to Murray 635.655
 LEGAL EL Mission College to Murray 635.655x100
 LOC (B) Mission EL Murray to Mission Viaduct
 836.475
 LEGAL EL Mission Murray to Mission Viaduct
 836.475x100
 OWNER The Roman Catholic Archbishop of S. F.,
 by Edward J. Hanna
 ADDRESS 1100 Franklin St., S. F.

Am't			
Date	Offered	By	Contact Data
*3/ 6/31		JWD	10 Yrs. from 2/6/31 @ \$36.00 yr. - S/A Form A1 (Sale & O. T. A. Clause) from the Roman Catholic Archbishop of S. F. by Edward J. Hanna. (Non-community)-1C Mr. Barry advised 1-C Notarial
1/20/32		LWC	Former lease #8041 included un- der lease #10855, no increase, no increase in rental.

(Testimony of Charles H. King)

- 2/ 3/32 JWD Letter advising we are inc. rental to \$50.00 yr. as of 2/6/32.
- 2/ 9/32 LWC Letter to Roman Catholic Archbishop thanking them for privilege of allowing us to change position of our signs made necessary by building new Safeway Stores and enc. check for \$25.00. (See lease Env.) File.
- 2/11/32 RCB Ord. iss. Cons. 75 Ill. Post.
- 2/19/32 RCB Ord. iss. build 25 Ill. Post.
- 4/30/32 JWD SPD. to pay S. F. Branch @ rate of \$20.00 yr. com. 3/21/32 cov. sublet on "A" loc.

* This entry typewritten in red.

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 171-C. Filed 12/26/1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Witness continuing: At the time our lease was made there were no other structures on the property. I had no knowledge of any advertising lease on the property. We built a 3x3 target sign for the Wilson Candy Company. Foster & Kleiser built on the property directly behind us after we had built.

Q Now, what, if anything, happened to your sign after Foster & Kleiser had built their structure?

MR. CLARK: Objected to as irrelevant unless it is connected up with some act of Foster & Kleiser Company.

(Testimony of Charles H. King)

MR. GLENSOR: We propose to prove, if your Honor please, that after the sign was built it was twisted around so as to be at right angles to Foster & Kleiser's sign; that there was an exchange of correspondence between Foster & Kleiser and the Special Site Sign Company. In the letter to Foster & Kleiser to the Special Site Sign Company they denied that they had disturbed the sign, but the fact is that it was never disturbed thereafter. That is the offer I will make on that. We claim no money lost on it.

MR. CLARK: On that statement of plaintiff, I object to it as wholly irrelevant and entirely speculative, your Honor.

THE COURT: I will let the evidence be admitted.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 141.

A The sign was twisted around so that it would point to the Foster & Kleiser sign. It was edgewise to Foster & Kleiser's sign. It did not retain any advertising value while it was twisted in that position.

Witness continuing: I signed and mailed the original of this letter dated June 23, 1932 to Foster & Kleiser. This letter dated July 6, 1932 is the reply which I received.

The two letters referred to by the witness were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibits 171-D and 171-E in evidence, respectively. Said Plaintiff's Exhibit 171-D in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 171-D.]

June 23, 1932.

Foster & Kleiser Co.,
1675 Eddy St.,
San Francisco, Calif.

Gentlemen:

We are maintaining a 3x3 ft. sign advertising WILSON'S on St. Mary's Park property on the East side of Mission St., about 180 ft. South of College Ave., San Francisco.

On two different occasions recently our sign has been badly mutilated and it has been reported to us that your men are responsible for this damage.

We have a prior right on the property and your sign was erected after we had erected ours. You placed your sign squarely behind ours.

We are going to repair our sign again and, if this report to us is correct, we ask you to please take steps to see that there is not a recurrence of this damage.

Very truly yours,

SPECIAL SITE SIGN CO.,
BY
GENERAL MANAGER.

CHK-MSM

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 171-D. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 171-E in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 171-E.]

[Crest]

Foster and Kleiser

— COMPANY —

Advertising

Eddy Street at Pierce

Telephone Walnut 10

San Francisco, Cal.

July 6, 1932.

Special Site Sign Company,

3225 Louise Street,

Oakland, Calif.

Attention: Mr. Charles H. King.

Gentlemen:

I am informed that our Mr. Carroll has personally contacted your office in response to your letter of June 23rd.

In answer to the second paragraph of your letter of that date, in order to clear up any misconception that you may have, you are hereby informed that we are in no way responsible for any damage that may have been done to your sign.

Very truly yours,

FOSTER AND KLEISER COMPANY

W. Blair Foster

W. Blair Foster

Manager San Francisco Branch.

WBF:MB

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 171-E. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Q BY MR. GLENSOR: After these letters were exchanged, was there any further disturbance of your sign?

MR. CLARK: I object to that as irrelevant and immaterial.

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 142.

A No, sir.

Witness continuing: We had a location on property at Charleston Road and State Highway, Mayfield.

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934 and it is also barred by the statute of limitations.

A lease from one Rueter to Special Site Sign Company, dated March 24, 1921, was thereupon received in evidence and marked Plaintiff's Exhibit 172-A in evidence. Said exhibit was thereupon read to the jury.

Plaintiff's Exhibit 172-A in evidence was lost or misplaced. In lieu of the exhibit itself, counsel for the respective parties have stipulated that in substance and effect said exhibit was and is a lease from one, Ed Rueter to Special Site Sign Company, dated March 24, 1921, for one year, at a rental of \$15.00 per annum, of property located at Charleston Road and State Highway, Mayfield, California, for outdoor advertising purposes.

(Testimony of Charles H. King)

Witness continuing: We built on the property and were there some time. The sign was taken away. We did not keep our sign on the property after our written lease had expired. The lease was year to year as I recall it, that is, a written lease for one year and we remained on there until 1924 under a verbal lease.

Foster & Kleiser Company's office record card covering the property referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 172-B in evidence. Said exhibit was thereupon read to the jury.

Plaintiff's Exhibit 172-B in evidence was lost or misplaced. In lieu of the exhibit itself, counsel for the respective parties have stipulated that in substance and effect the said exhibit related to the property described in Plaintiff's Exhibit 172-A, and contained the following entries and none other:

"9/28/23. 10-year lease from 9/28/23, at rental of \$5.00 per year, highway protection, form A continuation clause. It is understood and agreed that no signs will be erected on the premises 1.1 miles south of Mayfield.

"9/28/31. Confirmed oral agreement to cancel lease as of 9/28/31, the date to which rental paid.

"7/15/31. Canc. Letter accepted and filed lease envelop."

(Testimony of Charles H. King)

Witness continuing: That was where our sign was erected. Our sign was carried away. I did not personally see it taken away and I do not know of my own knowledge who took it. We never erected any other sign on that property. I consulted Mr. Rueter about a further extension of our lease. He said he wouldn't give it to me, that he didn't want any signs there. That was in 1924 and I did not know at that time that Foster & Kleiser had a lease of it.

We had a sign on the Perkins-Folsom Highway three-tenths of a mile west of the Town of Perkins, on property which we leased from Perkins.

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

Witness continuing: We had a sign on that property. I don't know where our written lease is, I could not find it. The terms of the lease, as I recall it, were \$12 and it was one and six. I made a note of the time that the lease commenced to run in my file there. I got the information from which I made this memorandum from the ledger sheet.

Q From what date did it start?

MR. CLARK: May I ask a question on voir dire?

THE COURT: Yes.

Q BY MR. CLARK: Who made the entry on the ledger sheet?

A Mrs. Montgomery.

(Testimony of Charles H. King)

MR. CLARK: I object to the witness answering the question on the ground it is self-evident that he cannot know whether or not it is correct or incorrect. The memorandum is a memorandum recently made, was it not, Mr. King?

A Yes, sir.

THE COURT: If he sees something, some notes on his own books that bring back the recollection, it seems to me he may testify. Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 143.

A The lease was from August, 1922 to 1928. I have already said it was for one year with the right of renewal for five.

BY MR. CLARK:

To the best of my recollection I obtained that data that I now have there and that now appears in my memorandum that I have in my hand from the Champion Spark Plug account in the ledger. I don't know of any other source from which I could have obtained it.

BY THE COURT:

Our ledger sheets show the time and place of these different signs. We collected money from this advertiser that I mentioned until 1928 for this particular site. I conclude, therefore, that my lease ran up to that time.

(Testimony of Charles H. King)

Q BY MR. STERRY: Assuming that your ledger sheet shows the date of the account stated, how on earth could it show the length of a lease?

A Well, the form shows that. They were taken under the same form of lease.

THE COURT: Well, do you have any independent recollection of this particular lease?

A. Yes, I do, your Honor.

THE COURT: And your recollection is that it was one and five years?

A. Yes, sir.

THE COURT: All right, let the evidence stand. Proceed.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 144.

Witness continuing: These two checks which you show me paid the rental on the Perkins property from August 10, 1923 to August 10, 1925 and were issued by my company to Mr. Perkins. They came back to me from our bank in the regular course of business. These checks helped in determining the date of origin of our lease.

The two checks referred to by the witness were thereupon received in evidence and marked Plaintiff's Exhibits 173-G and 173-H in evidence, respectively. A true and correct reproduction of said Plaintiff's Exhibit 173-G in evidence follows:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 173-G.]

This check is issued in payment of items as per statement following. The endorsement of payee on back will constitute a receipt in full.

Location Rental 8/10/23 to 8/10/24.

Champion Spark Plug Co. Perkins, Calif.

To CENTRAL NATIONAL BANK
90-4 OAKLAND, CALIFORNIA

173

SPECIAL SITE SIGN CO.

308 Twelfth Street

No.4644

Oakland, California Sept. 5 1923.

Pay to the order of C. C. Perkins \$12.00
 ————— Twelve Dollars ————— Dollars

SPECIAL SITE SIGN CO.

Charles H King Jr.

President

Asst. Secretary

Gen. Manager

[Perforated]: PAID 10-27-25 90-4

[Stamped on face]:

year

Wood & Strong Certified Public Accountants

(Testimony of Charles H. King)

[Tinted vignette, printed on face]:

Central National Bank of Oakland, Calif.

[Reverse side]:

C. C. Perkins

Wm Lais

M F Smith

[Stamped]:

Pay to the Order of Any Bank or Banker. Prior Endorsements Guaranteed A Oct 26 1925 R California National Bank Sacramento, Calif. A.B. Carter, Cashier 90-33

Paid Through Clearing House 90-1 Oct 25 1925
The Oakland Bank

28

No. 5673-C. Special Site vs. Foster & Kleiser Plf. Exhibit No. 173-G. Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

A true and correct reproduction of said Plaintiff's Exhibit 173-H in evidence follows:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 173-H.]

This check is issued in payment of items as per statement following. The endorsement of payee on back will constitute a receipt in full

Champion Sign
 Location Rental
 8/10/24 to 8/10/25

To CENTRAL NATIONAL BANK
 90-4 OAKLAND, CALIFORNIA

173

SPECIAL SITE SIGN CO.

308 Twelfth Street No. 5780

3225 Louise St., Humbolt 1523

Oakland, California Aug 29 1924 192....

Pay to the order of C. C. Perkins \$12.00

Twelve & no/100 _____ Dollars

SPECIAL SITE SIGN CO.

Charles H King Jr.

President Asst. Secretary

Gen. Manager

[Perforated]: PAID 11-20-24 90-4

(Testimony of Charles H. King)

[Reverse side]:

C. C. Perkins

[Stamped]:

Pay to the Order of The California National Bank of
Sacramento, Calif. 90-33 Prior Endorsements Guarante-
ed Perkins & Co. P-255

Pay to the Order of Any Bank or Banker All Prior
Endorsements Guaranteed O Nov 18 1924 Z Cali-
fornia National Bank Sacramento, Calif. A. B. Carter,
Cashier 90-33

Paid Through Clearing House 90-1 Nov 20 1924
The Oakland Bank

8

R

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 173-H. Filed 12/26 1934 R. S. Zimmer-
man, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Witness continuing: We built on the location at the time we got the lease. At that time there were no other advertising structures on the property and I did not know of any other lease or rights to build advertising structures on there. I received this letter on Foster & Kleiser's letterhead with the note written by Mr. Perkins to us on the bottom thereof through the mail. At the time I received it our structures were on the property bearing Champion Spark Plug copy.

Mr. Glensor thereupon offered in evidence the letter referred to by the witness.

MR. CLARK: That is objected to on the ground that it is incompetent and hearsay.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 145.

The letter referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 173-B in evidence, and is in words and figures as follows, to wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 173-B.]

[Letterhead]

(1)

Foster and Kleiser
— COMPANY —

OUTDOOR ADVERTISING

Fourteenth and U Streets
Telephone Main 768

SACRAMENTO, CAL.

Sept. 18, 1923

Mr. C. C. Perkins,
% Perkins & Co.
Perkins, Calif.

Dear Sir:

We have your letter of Sept. 15th advising us that you had received a check from the Special Site Sign Co.

Will you kindly return the check to the makers and ask them to remove their advertising structure, advising them that the property has been leased by our company.

Thanking you very much for your cooperation, we beg to remain,

Very truly yours

FOSTER AND KLEISER CO.

By C. E. Terrell

C. E. Terrell L

CET:L

Lease Manager

(Testimony of Charles H. King)

Special Site Co.

Oakland Calif.

Gentlemen;—I beg to return your check for \$12.00
The above letter explains the situation. These people
having rented the premises on which your sign was placed,
prior to date for your renewal. I regret very much to
ask this of you.

Yours very truly,

C. C. Perkins

SACRAMENTO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 173-B Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Foster & Kleiser Company's office record card cover-
ing the property referred to by the witness was thereupon
received in evidence and marked Plaintiff's Exhibit 173-C
in evidence, and is in words and figures as follows, to-
wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 173-C.]

[Crest]

Foster and Kleiser
COMPANY

LOCATION (A) Folsom Blvd LS 3/10 mi W Perkins

(B) Folsom Blvd RS 1/10 E Perkins

LEGAL SE 1/4 of NW 1/4 Sec 14 T 8 N R 5 E

OWNER C. C. Perkins,

ADDRESS Perkins, Cal..

AGENT

LEASE NO. 805

CITY Sacto.

CLASS. Hwy

PHONE

	Amt.		
Date	Offered	By	Remarks
9/25/22		BS	2 yrs from 5/1/20 @ 5.00 per yr pay Ann By SF 1917
4/14/23		WF	5 yrs from 9/15/24 @ 60.00 per yr.

(Testimony of Charles H. King)

- 8/12/26 “ Inspected by WLF as per order
of WHF going to cancel lease
Up 9/1
- 8/13 “ Cancel this lease on next payt. date
or 9/15/26 Up 9/15
- 9/22 “ Cancel as noted above
STRUCTURES REMOVED —
CHECK FOR REBUILD OR
CANCELLATION.

[Stamped on face of card] CANCELLED

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 173-C Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: I signed and mailed the original
of this letter dated October 11, 1923.

The letter referred to by the witness was thereupon
received in evidence and marked Plaintiff's Exhibit 173-D
in evidence, and is in words and figures as follows, to-
wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 173-D.]

[Letterhead]

SPECIAL SITE SIGN CO.
Phone Oakland 300
308 TWELFTH STREET

[Cut]

Fifteen Million People Annually Read this Sign

OAKLAND, CALIFORNIA.....

[Cut]

Oakland's Suburban Electric Railroad systems carry
36,000,000 people annually. We cover them all.

[Cut]

To reach the automobile we have special locations
on the Highway.

[Cut]

Our city locations are special. They cover the entire
population with few signs, thus giving you maximum
service at minimum cost.

[On back of letterhead]

(2)

October 11, 1923.

Mr. C. C. Perkins,
c/o Perkins & Co.,
Perkins, Calif.

Dear Sir:

We are in receipt of letter received by you from the
Foster & Kleiser Co. in regard to check which we mailed
you for our Champion Spark Plug display.

(Testimony of Charles H. King)

You signed a lease with us for this privilege and we do not understand your attitude in ordering us off in favor of Foster & Kleiser.

We are enclosing copy of a letter which we have written today to Foster & Kleiser and also our check covering rental of this sign for the coming year.

We trust that you will accept same in accordance with your contract signed August 10, 1922.

Yours truly,

SPECIAL SITE SIGN CO.,

BY

CHK-MSM

GENERAL MANAGER.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 173-D. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: The reference in that letter to a contract with Perkins dated August 10, 1922 refers to our lease on the property. I mailed and sent the original of this letter dated October 11, 1923 to Foster & Kleiser and sent a copy of it to Mr. Perkins.

The letter last referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 173-E in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT NO. 173-E.]

[Letterhead]

SPECIAL SITE SIGN CO.

Phone Oakland 300

308 TWEFLTH STREET

[Cut]

Fifteen Million People Annually Read this Sign

OAKLAND, CALIFORNIA.....

[Cut]

Oakland's Suburban Electric Railroad systems carry
36,000,000 people annually. We cover them all.

[Cut]

To reach the automobile we have special locations
on the Highway.

[Cut]

Our city locations are special. They cover the entire
population with few signs, thus giving you maximum
service at minimum cost.

(Testimony of Charles H. King)

[On back of letterhead]

(4)

October 11, 1923.

Foster & Kleiser Co.,
14th & U Sts.,
Sacramento, Calif.

Attention: C. E. Terrell, Lease Mgr.

Gentlemen:

We are in receipt of your letter to Mr. C. C. Perkins, of Perkins, California, in regard to a check which we mailed him covering lease rental on Champion Spark Plug display from August 10, 1923 to 1924.

We have a five year lease signed by Mr. C. C. Perkins for this privilege and if leases are worthless neither you nor ourselves would continue in business for any length of time.

We resent your letter to Mr. Perkins and are taking the matter up with him by letter, also with the San Francisco office.

Yours truly,

SPECIAL SITE SIGN CO.,

BY

CHK-MSM

GENERAL MANAGER.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 173-E. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: This letter dated October 12th from Mr. Perkins was in reply to our letter of October 11th.

Mr. Glensor thereupon offered in evidence the letter referred to by the witness.

MR. CLARK: That is objected to on the ground that it is incompetent and hearsay.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 145-a.

The letter last referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 173-F in evidence, and is in words and figures as follows, to wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 173-F.]

3—STORES—3

J Street, M Street at 17th, Sacramento
and Perkins, Cal.

[Cut]

J Street Store, Display and Sales Department

PERKINS GRAIN AND MILLING CO.

Wholesale Dealers in Grain and Feed of All Kinds

FLOUR MILLS

Mill & Warehouses at Perkins
Office, 820 J St., Sacramento

[Cut]

ROYAL GEM FLOUR

PERKINS FARMING CO.

Grain and Live Stock

Perkins & Co. (3)

General Store

Groceries, Grain and Feed
Automobile Accessories

PERKINS, Sac. Co., Cal. Oct 12, 1923

Special Site Sign Co.

Oakland Calif.

Gentlemen;

I have your letter of the 11th. inst. I sincerely regret
this controversy.

(Testimony of Charles H. King)

When I sold the Foster & Kleiser co the exclusive sign board spaces on a part of my property, I allowed their agent to go over my old contracts with other advertisers and if as you state you *ahve* a five years lease for this sign, it must have been overlooked at the time.

When I first received your check, I immediately notified Foster & Kleiser, and offered to send them your check and let your sign remain. Their reply was sent to you.

So far as I am concerned I have no objection to accepting your money and allowing the sign to remain, if you can fight it out with Kleiser? In the mean time I will hold your check, until hearing further from you, or from them.

Very sincerely,

C. C. Perkins

C. C. Perkins

P. S. I must say that I do not like their attitude toward you.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 173-F. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: Our sign on those premises was carried away. I don't know who did it. We did not do it. We never found it.

BY MR. GLENSOR: What was the value of the Perkins location, Mr. King?

(Testimony of Charles H. King)

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. I further object to any testimony on damages with reference to this location on the ground that it is barred by the statute of limitations.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which Foster & Kleiser Company still excepts and here designates as Exception No. 146.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$552.

Witness continuing: We had a location on the property of John F. Snow on the back of a shed at 4701 Grove Street in Oakland.

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

A lease to Special Site Sign Company dated December 7, 1923 was thereupon received in evidence and marked Plaintiff's Exhibit 174-A in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT NO. 174-A.]

Oakland, Cal., 12-7, 1923

In Consideration of 10.00 payable when sign is erected (\$.....) Dollars per year, payable in advance installments, the undersigned, Lessor, hereby leases to SPECIAL SITE SIGN CO., of 308 Twelfth Street, Oakland, California, Lessee, its successors or assigns, the premises (with the privilege of access through and upon same) known and described as follows, to-wit: Back of shed 4707 Grove St for the exclusive erection and maintenance of advertising signboards thereon. Rent to commence when the signboards are erected on said property, and on like terms for the five (5) succeeding years, unless terminated by the Lessor as hereinafter provided, or terminated by the Lessee giving ten (10) days' written notice of termination of this Lease, and removing said signboards from said property.

It is Expressly Agreed, that the Lessor may order the advertising signboards removed at any time by giving the Lessee thirty (30) days' notice in writing, in case the Lessor sells the premises, or improves same by erecting a building on said premises, or leases said premises for other than advertising purposes, and upon consummation of said sale, or improvement thereon, evidenced by passing of Deed or Building Permit, respectively, the Lessor

(Testimony of Charles H. King)

shall refund to the Lessee the rent paid in advance, pro rata, from the time of the removal of its boards. In case the boards should be removed pursuant to any such notice, and the proposed sale or improvement should not be made forthwith, then the Lessee shall again have the exclusive right to replace its boards on said premises, and this Lease shall continue in force for the term above mentioned.

Should the View of the boards become in any way obstructed, the Lessee may terminate this Lease and the Lessor shall refund to the Lessee the rent paid in advance, pro rata, for the unexpired term above mentioned.

All Boards placed on the premises under this Lease shall remain the property of the Lessee, and may be removed by them at any time.

SPECIAL SITE SIGN CO., Lessee,

By Chas Battin

Pd Dec 13, 23 Battin Exp sheet

John F Snow C & D Co.

Per M. A.

Lessor.

Address 4701 Grove

[Written on face]: Sign wrecked

[On back]:

[Diagram of premises.]

1376

(Testimony of Charles H. King)

Telephones { Piedmont 185
 { Piedmont 186

Established 1859

J. B. Ward, President
S. Keating, Vice-President
E. O. Deming, Secretary & Treasurer

12/11/23 192....

Special Site Sign Co.

In Account With

John F. Snow Dyeing & Cleaning Co.
Incorporated

“The Original Snow Man”

47th & Grove Streets - Oakland, California

Received Ten Dollars (\$10.00) as per Contract

John F Snow C & D Co.
Per M. A.

Receipt 1st yrs rental

47 & Grove

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 174-A Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: At the time we leased this property we built a 6 by 10 painted bulletin on it, which is also called a miniature de luxe. Foster & Kleiser built a 24-sheet poster on the adjoining property which built our structure out. After they had built it out our location was of no value as an advertising site. We did not take our sign down. It was knocked down and I found it on the edge of a creek about 40 feet deep, and we left it there because I could not get it out. I don't know who owned the property adjoining the Snow property but it was the property immediately north on the west line of Grove Street. It is just on the bank of Temescal Creek. The creek is about 20 feet wide and both of our signs were right on the banks. Both of the signs were to read to traffic southbound.

We never rebuilt that property. Our miniature de luxe bulletin was erected there about six months before this structure was built across the creek. We had a Federal Washing Machine copy on our board.

Q. What was the value of that Snow leasehold?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his

(Testimony of Charles H. King)

formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. I further object to any testimony on damages with reference to this location on the ground that it is barred by the statute of limitations.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 147.

A According to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$204.

Witness continuing: We had a location on the property of F. E. Jacobs on the east side of the highway and S. P. Railway tracks north of Fresno.

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

Two leases in favor of Special Site Sign Company dated February 3, 1921 and February 3, 1925, respectively, together with a group of rental checks, were thereupon received in evidence and marked Plaintiff's Exhibit 175-A in evidence, and are in words and figures as follows:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 175-A.]

This check is issued in payment of items as per statement following. The endorsement of payee on back will constitute a receipt in full

Location Rental 2/3/23 to 2/3/24

To CENTRAL NATIONAL BANK,
90-4 OAKLAND, CALIFORNIA

SPECIAL SITE SIGN CO.

308 Twelfth Street No. 3974

Oakland, California 2/13 1923

Pay to the order of F. E. Jacobs \$10.00

————— Ten Dollars ————— Dollars

SPECIAL SITE SIGN CO.

Charles H King Jr F. E. Neibert

President Asst. Secretary

Gen. Manager

[Perforated]: PAID 3-23-23 90-4

[Stamped on face]:

Hood & Strong Certified Public Accountants

[Tinted vignette, printed on face]:

Central National Bank of Oakland, Calif.

[Reverse side]:

F. E. Jacobs

[Stamped]:

10 B of I No. 9

Pay to Order of Any Bank, Banker or Trust Co. All
Prior Endorsements Guaranteed Mar 23, 1923 Bank of
Italy First Branch Successors to First National Bank
Fresno, California. 10-111

Paid — Mar 23 1923 90-7 Oakland Calif Oakland
Branch—Bank of Italy Through Clearing House

(Testimony of Charles H. King)

This check is issued in payment of items as per statement following. The endorsement of payee on back will constitute a receipt in full

Location Rental 2/3/24 to 2/3/25

To CENTRAL NATIONAL BANK,
90-4 OAKLAND, CALIFORNIA

SPECIAL SITE SIGN CO.

308 Twelfth Street No. 5145

Oakland, California 2/21 1924.

Pay to the order of F. E. Jacobs \$10.00
 ————— Ten Dollars ————— Dollars

SPECIAL SITE SIGN CO.

Charles H King Jr.

President Asst. Secretary

Gen. Manager

[Perforated]: PAID 2-27-24 90-4

[Tinted vignette, printed on face]:

Central National Bank of Oakland, Calif.

[Reverse side]:

F. E. Jacobs

[Stamped]:

No. 9 Pay to the Order of Any Bank, Banker, or
 Trust Co All Prior Endorsements Guaranteed Feb 25
 1924 Bank of Italy First Branch Successors to The
 First National Bank of 90-33 Fresno, California 90-33
 Paid Feb 27 1924 90-7 Oakland Calif. Oakland
 Branch Bank of Italy Through Clearing House

Key Route

OAKLAND SPECIAL SITE SIGN CO. CALIF.

DUPLICATE

ADVERTISING PRIVILEGE

Memorandum of Agreement, made this 3rd day of February, 1925

by and between E. E. Jacobs
the party of the first part, and **SPECIAL SITE SIGN CO.**, party of the second part.

Witnesseth, That for the consideration hereinafter named, to be paid by second party to first party, the said first party hereby grants to said second party the exclusive use of the following described premises, with free access and entrance to and upon same at any and all times during the term hereof:

Property of E. E. Jacobs on East side of Highway and S.P.R.R. Tracks south of Fresno,
(SPACE FOR 10x50 ft. SIGN AS AT PRESENT LOCATED)

situated in the City of California State of California for a period of five years from February 3, 1925

for the purpose of constructing and maintaining painted, printed, or illuminated signs or devices for advertising purposes, including the placing and maintaining of devices for the illumination of such signs with necessary connections therefor. In consideration of whi the party of the second part agrees to pay the party of the first part the sum of Ten Dollars

and no/100ths Dollars, payable annually in advance for each year of said term during which said premises are used for said advertising purposes.

This agreement shall continue in force from year to year after the term hereof unless terminated at the end of such term, or any such additional year, upon written notice of either party served not less than thirty days before the end of such term or additional year; provided, however, that if the said property is sold, or the possession thereof required by the first party for the purpose of building upon, or is leased for other than advertising purposes, then this contract shall terminate, and the first party shall refund to the second party, the unearned portion of rent paid by the second party, if any, and in this event the second party shall remove all signs and connections upon ten days' written notice from the first party. In the event that the said premises shall be altered or changed in such manner that the advertising value thereof, is destroyed, or impaired, or should the view of such premises become obstructed or the use thereof prevented by law, the second party shall have the right to cancel this agreement and have a refund of the unearned portion of rent already paid, if any.

The party of the second part is hereby authorized to remove any and all signs of any other person or corporation on said rented premises, and shall be the owner of and have the right to remove all signs, material, and equipment placed on said premises under this agreement.

It is expressly understood that **SPECIAL SITE SIGN CO.** is not bound by any stipulations, representations or promises not printed or written on this contract.
Accepted by **SPECIAL SITE SIGN CO.**

Per Charles H. King Signed E. E. Jacobs } Owner
Tenant Agent
Address Route 1 Box 78, Fresno

www.williams

No.	<u>56734</u>
Special Site	<u>vs</u>
Miller vs Klase	
EXHIBIT	
No.	<u>175-a</u>
Filed	<u>12/26 1924</u>
R. S. ZIMMERMAN, Clerk	
By	<u>[Signature]</u>

Oakland, Cal., Feb 3, 1921

In Consideration of Five Dollars (\$10.00) Dollars

per year, payable in monthly installments in advance, the undersigned, Lessor, hereby leases to SPECIAL SITE SIGN CO., of 308 Twelfth Street, Oakland, California, Lessee, its successors or assigns, the premises (with the privilege of access through and upon same) known and described as follows, to-wit:

Portion of F. S. Jacobs on East side of Highway and S. P. R. tracks south of Fresno City

for the exclusive erection and maintenance of advertising signboards thereon. Rent to commence when the signboards are erected on said property, and on like terms for the five (5) succeeding years, unless terminated by the Lessor as hereinafter provided, or terminated by the Lessee giving ten (10) days' written notice of termination of this Lease, and removing said signboards from said property.

It is Expressly Agreed, that the Lessor may order the advertising signboards removed at any time by giving the Lessee thirty (30) days' notice in writing, in case the Lessor sells the premises, or improves same by erecting a building on said premises, or leases said premises for other than advertising purposes, and upon consummation of said sale, or improvement thereon, evidenced by passing of Deed or Building Permit, respectively, the Lessor shall refund to the Lessee the rent paid in advance, pro rata, from the time of the removal of its boards. In case the boards should be removed pursuant to any such notice, and the proposed sale or improvement should not be made forthwith, then the Lessee shall again have the exclusive right to replace its boards on said premises, and this Lease shall continue in force for the term above mentioned.

Should the View of the boards become in any way obstructed, the Lessee may terminate this Lease and the Lessor shall refund to the Lessee the rent paid in advance, pro rata, for the unexpired term above mentioned.

All Boards placed on the premises under this Lease shall remain the property of the Lessee, and may be removed by them at any time.

SPECIAL SITE SIGN CO., Lessee,

BY: Charles Klump F. E. Jacobs Lessor.

Address: R A Box 156 Fresno Calif.

NO 5673C
RTS EX 175B
FILED-12-2-21

Paid 2/3/21 to 2/3/22
check # 0096

(Testimony of Charles H. King)

This check is issued in payment of items as per statement following. The endorsement of payee on back will constitute a receipt in full

Sign Location Rental 2/3/25 to 2/3/26

Key Route I NN Sign

To CENTRAL NATIONAL BANK,
90-4 OAKLAND, CALIFORNIA

SPECIAL SITE SIGN CO.

3225 Louise Street

No. 6510

Oakland, California Mar 26 1925 192....

Pay to the order of F. E. Jacobs \$10.00
Ten & 00/100 ————— Dollars

SPECIAL SITE SIGN CO.

Charles H King Jr.

Gen'l Manager

[Perforated]: PAID 4-13-25 90-4

[Stamped on face]: 5 10

[Tinted vignette, printed on face]:

Central National Bank of Oakland, Cal.

[Reverse side]:

F. E. Jacobs

No. 9 Pay the Order of Any Bank, Banker, or Trust
Co. All Prior Endorsements Guaranteed Apr 10 1925
Bank of Italy First Branch Successors to The First
National Bank of 90-66 Fresno, California 90-66

10 Box I

(Testimony of Charles H. King)

This check is issued in payment of items as per statement following. The endorsement of payee on back will constitute a receipt in full

Under Advertising Privilege 2/3/26 to 2/3/27.

To CENTRAL NATIONAL BANK,
90-4 OAKLAND, CALIFORNIA

SPECIAL SITE SIGN CO.

3225 Louise Street

No. 9045

Oakland, California May 19 1927 192....

Pay to the order of F. E. Jacobs \$10.00

Insured ——— Ten Dollars ————— Dollars

Paid May 28 1927 90-7 Oakland Calif. Oakland
Branch-Bank of Italy Through Clearing House

Pay to the Order of Any Bank, Banker or Trust Co.
All Prior Endorsements Guaranteed May 26 1927
90-90 Fresno Main Office 90-90 Bank of Italy National
Trust & Savings Association Fresno, Calif.

SPECIAL SITE SIGN CO.

Charles H King Jr.

Gen'l Manager

[Perforated]: PAID 5-28-27 90-4

[Tinted vignette, printed on face]:

Central National Bank of Oakland, Calif.

[Reverse side]:

F E Jacobs

[Stamped]:

(Testimony of Charles H. King)

This check is issued in payment of items as per statement following. The endorsement of payee on back will constitute a receipt in full

Rental Under Advertising Privilege 2/3/27 to 2/3/28
N. of Fresno

To CENTRAL NATIONAL BANK,
90-4 OAKLAND, CALIFORNIA

SPECIAL SITE SIGN CO.

3225 Louise Street No. 9180

Oakland, California Jun 10 27 192....

Pay to the order of F. E. Jacobs \$10.00

Insured Ten Dollars ————— Dollars

SPECIAL SITE SIGN CO.

Charles H King Jr.

Gen'l Manager

[Perforated]: PAID 6-27-27 90-4

[Tinted vignette, printed on face]:

Central National Bank of Oakland, Calif.

[Written on face]: 39

[Stamped on face]: Square

[Reverse side]:

F E Jacobs

Paid Thru Clearing House Jun 27 1927 90-7 Oak-
land Calif. Oakland Branch - Bank of Italy National
Trust & Savings Association

Pay to the Order of Any Bank, Banker or Trust Co.
All Prior Endorsements Guaranteed Jun 25 1927 90-90
Fresno Main Office 90-90 Bank of Italy National Trust
& Savings Association Fresno, Calif.

(Testimony of Charles H. King)

This check is issued in payment of items as per statement following. The endorsement of payee on back will constitute a receipt in full

Rental under Advertising Privilege 2/3/28 to 2/3/29.

To CENTRAL NATIONAL BANK,
90-4 OAKLAND, CALIFORNIA

SPECIAL SITE SIGN CO.

3225 Louise Street

No. 10118

Oakland, California Mar 27 1928 192....

Pay to the order of F. E. Jacobs \$10.00
 _____ Insured _____ Ten Dollars _____ Dollars

SPECIAL SITE SIGN CO.

Charles H King Jr.

Gen'l Manager

[Perforated]: PAID 5-12-28 90-4

[Tinted vignette, printed on face]:

Central National Bank of Oakland, Calif.

[Stamped on face]: 4-A 10

J D

[Reverse side]:

F E Jacobs

Credited to the Account of [Illegible] Jacobs Fresno—
Bank of Italy Branch [Illegible] Teller

[Stamped]:

Pay to the Order of Any Bank, Banker or Trust Co.
All Prior Endorsements Guaranteed May 10 1928
90-90 Fresno Main Office 90-90 Bank of Italy National
Trust & Savings Association Fresno, Calif.

Paid Thru Clearing House May 12 1929 Oakland
Branch - Bank of Italy National Trust & Savings Asso-
ciation 90-7 Oakland Calif.

(Testimony of Charles H. King)

This check is issued in payment of items as per statement following. The endorsement of payee on back will constitute a receipt in full

Sierra Ice Cream Sign location Rental 2/3/29 to 2/3/30
To CENTRAL NATIONAL BANK
90-4 OAKLAND, CALIFORNIA

SPECIAL SITE SIGN CO.

3225 Louise Street No. 11272

Oakland, California Mar 25 1929 19....

Pay to the order of F. E. Jacobs \$10.00

Insured ——— Ten Dollars ————— Dollars

SPECIAL SITE SIGN CO.

M. S. Montgomery, Sec'y

~~Gen. Manager~~

[Perforated]: PAID 4-12-29 90-4

[Tinted vignette, printed on face]:

Central National Bank of Oakland, Cal.

[Stamped on face]: Square

[Reverse side]:

F E Jacobs

Paid Thru Clearing House Apr 12 1929 90-7 Oak-
land Calif. Oakland Branch - Bank of Italy National
Trust & Savings Association

Pay to the Order of Any Bank, Banker or Trust Co.
All Prior Endorsements Guaranteed Apr 10 1929 90-90
Fresno Main Office 90-90 Bank of Italy National Trust
& Savings Association Fresno, Calif.

No. 5673-C Special Site vs. Foster & Kleiser Plf
Exhibit No. 175-A. Filed 1/30 1935 R. S. Zimmer-
man, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: This was open country and there were miles of open space. At the time we secured our lease and built there were no other structures on the property.

Foster & Kleiser Company's office record card covering the property referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 175-F in evidence, and is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 175-F.]

[Crest]

Foster and Kleiser
COMPANY

CITY Fresno CLASS. Hwy LEASE No. 1498

LOC. Fresno SF Hwy E S 1-2/10 miles N Fresno
City Limits at Olive Ave

LEGAL Lot 126, Roeding Villa Colony lying East
of S. P. R. R.

LOC.

LEGAL

OWNER Francis E. Jacobs

ADDRESS Route ~~A~~, Box 156, Fresno

(Testimony of Charles H. King)

Am't		
Date	Offered By	Contact Data
3/18/28	EW	10 yrs from 3/18/28 @ 120.00 yr. when exclusive s/A form A1 from Francis E. Jacobs
6/21/30	LGD	Rental increased to \$120.00 - now exclusive Benhams sign removed as of 4/1/30
9/29/31	EW	Secured letter of reduction from Jacobs reducing rent to \$60.00 yr S/A to take effect 3/18/32 We to have exclusive rights and are to erect not more than two signs
*9/30/31	EW	Rental reduced from \$120.00 yr to \$60.00 yr S/A as of 3/18/32. Lease expires 9/18/38 - 1C

* This entry typewritten in red.

9/19/32	EW	Mr. Jacobs not inclined to cancel lease - delivered check paying rent to 3/18/33 and he said he would give the matter some thought and by next payment date might agree to cancellation, that is conditional for an agreed sum 2/1/33
3/23/33	EW	Mr. Jacobs says he could force F & K to live up to agreement but realizing how conditions are he is

(Testimony of Charles H. King)

willing to go farther than half way. He will give us cancellation provided we pay rent now due and additional years rent or total of 90.00

Date	Am't Offered	By	Contact Data
3/24/33		EW	Mr. Cole suggests mail 30.00 now due and carry on for another year; <i>belive</i> if next year we go out and pretend we are going to build he will ask us to cancel as he has planted new orchard and trees are close on <i>on</i> property line and he may not want boards on property
10/12/33		RED	Mr. Jacobs advises he either wants 75.00 cash or else we must continue to pay 60.00 yr. until 9/18/38 as per terms of lease. Will sign letter agreeing not to rent to anyone else for advertising purposes. This was his own proposition
11/ 5/33		RED	Paid Mr. Jacobs \$75.00 cancelling lease as of 12/15/34 - secured cancellation letter

No. 5673-C. Special Site vs. Foster & Kleiser Plf
 Exhibit No. 175-F. Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: The "Benhams" sign referred to on the card refers to our sign. Benhams ice cream was the copy on it at that time. It had replaced the Key Route Inn property shown on the photograph. The date June 21, 1930 referred to on the card is about the date our sign was removed. It was removed by Foster & Kleiser. The Mr. Cole referred to on the card was the Foster & Kleiser Fresno Branch Manager.

I received this letter from Mr. Jacobs dated March 19, 1928. That is written by Foster & Kleiser.

The letter referred to by the witness was thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibit 175-C in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 175-C.]

Fresno, California.

March 19, 1928.

Special Site Sign Company,
3225 Louise,
Oakland, California.

Gentlemen:

This is to notify you that you are to remove your sign from my property within 30 days from date hereof or I shall have to take the necessary action to have same removed.

I have been very lenient in my dealings with you in the past, although you have not lived up to the terms of your agreement. I refuse to be bothered further with your sign on my place and the unnecessary trouble I am put to each year to get you to pay the rental in accordance with your agreement.

In the past you have delayed payment for over a year, and you did not offer to make payment until you were ready to paint your board after you were already a year behind in your payment, and then you wanted to delay payment for the past year, and only after considerable

(Testimony of Charles H. King)

bother to me and advice from my attorney, I notified you I would remove your board, and you finally remitted for the year's rental.

Due to the fact that you have not lived up to the terms of your agreement, I hereby *concel* any further dealings with you, and shall expect your sign removed within 30 days as mentioned above.

Yours very truly,

F. E. Jacobs

R A Box 156 Fresno Cal

No. 5673-C. Special Site vs. Foster & Kleiser
Exhibit No. 175-C. Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said exhibit was thereupon handed to the jury for inspection.

Witness continuing: I sent the original of this letter dated March 28, 1928 to Mr. Jacobs. We had been there on this property for about seven years and I don't recall having had any trouble with Mr. Jacobs.

The letter last referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 175-D in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 175-D.]

March 28, 1928.

Mr. F. E. Jacobs,
Route A Box 156,
Fresno, Calif.

Dear Sir:

We are in receipt of your letter of the 19th inst. and, in reply, will state we entered into contract with you for the erection of sign on your property in good faith and have never refused to comply with any of the conditions as set forth therein.

We are retaining your letter threatening to destroy our sign in our files in case we should need same as evidence.

We do not intend to remove the sign and we take this opportunity to warn you against doing so as we will start suit against you immediately if you take any such action.

We are enclosing check #10118 paying rental for a year in advance, to Feb. 3, 1929.

Yours very truly,

SPECIAL SITE SIGN CO.,

BY

GENERAL MANAGER.

CHK-MSM

No. 5673-C. Special Site vs Foster & Kleiser Plf Exhibit No. 175-D Filed 12/26 1934 R. S. Zimmerman, Clerk by Cross Deputy Clerk.

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: I know that this letter from Jacobs was written by Foster & Kleiser because I compared it with this letter received from the Fresno Branch signed by Oscar C. Olsen, and I note the same typewritten defects in both letters. On each of these letters I have put a little red ink notation under certain letters of the typewriter.

The letter from Olsen together with the enclosures therein referred to was thereupon received in evidence and marked Plaintiff's Exhibit 175-E in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 175-E.]

[Crest]

Foster and Kleiser

— COMPANY —

ADVERTISING

South Van Ness and Hamilton Sts.

Telephone 32111

FRESNO, CAL.

August 19, 1930

Special Site Sign Co.

32nd & Louise Sts.

Oakland, California

Gentlemen:

Attached you will find a statement of your account for the cost of removing a sign. This work was completed for you on May 28th. Possibly this small item has been overlooked and we therefore trust you will favor us with your check without any further delay.

Very truly yours,

FOSTER AND KLEISER COMPANY

Oscar C. Olsen

Oscar C. Olsen

OCO:BRO

Office Manager

FRESNO BRANCH

[In pencil on face]:

F. E. Jacobs Property N of Fresno

Sierra Ice Cream 10 x 50'

Don't pay

(Testimony of Charles H. King)

Telephone 32111

Fresno, Cal., 5/28/30

South Van Ness and Hamilton Streets

To

Foster and Kleiser

COMPANY

ADVERTISING

Our Charge No. 8004

Terms Net Cash

Your Order No.

Special Site Company

Attention: Mr. Charles King

32nd & Louise Streets

Oakland, California

Advertising

Covering Period From

To

Cost of removing one highway bulletin from

Jacobs property in Fresno on May 23, 1930. 7.00

Fresno Branch—Invoice

No. 5673-C. Special Site vs. Foster & Kleiser Plf
 Exhibit No. 175-E Filed 12/26 1934 R. S. Zimmerman, Clerk
 By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: Our sign was removed. We did not pick it up from Foster & Kleiser's yards in Fresno. We just left it there. We did not pay them \$7 for removing it. I don't believe Foster & Kleiser ever built this site. I have seen it several times since we removed and have never seen a sign on it.

Q. What is the value of the Jacobs location?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further grounds that it appears that the lessor himself cancelled the lease and that plaintiff did not lose the property by any act of Foster & Kleiser Company.

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 148.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$552.

Witness continuing: We had a location two and one-quarter miles south of Marysville on the property of Victor Sartori.

(Testimony of Charles H. King)

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

Two leases to Special Site Sign Company dated May 15, 1919 and May 15, 1924 respectively, were thereupon received in evidence and marked Plaintiff's Exhibit 176-A in evidence. Thereupon, said leases constituting said exhibit were read to the jury.

Plaintiff's Exhibit 176-A in evidence was lost or misplaced. In lieu of the exhibit itself, counsel for the respective parties have stipulated that in substance and effect said lease dated May 15, 1919, was from one Victor Sartori to Special Site Sign Company for property two and a quarter miles south of Marysville, California, for advertising purposes, at a rental of \$8.00 per year, for a term of one year, and, at the option of the lessee, for five succeeding years; said lease dated May 15, 1924, was from the same lessor to Special Site Sign Company, of the same property as in the first mentioned lease, for advertising purposes, at a rental of \$10.00 per year for the term of one year and, at the option of the lessee, five succeeding years; both leases purporting to grant to the lessee the exclusive advertising privileges of the property.

A picture was thereupon offered in evidence by plaintiff, received and marked Plaintiff's Exhibit 176-B, and was thereupon exhibited to the jury.

Plaintiff's Exhibit 176-B was lost or misplaced. In lieu of the exhibit itself, counsel for the respective parties have stipulated that in substance and effect the said picture or photograph, Plaintiff's Exhibit 176-B was a

(Testimony of Charles H. King)

photograph showing a 10 x 50 foot painted bulletin of Special Site Sign Company situated on the property of Victor Sartori, described in the said leases, Plaintiff's Exhibit 176-A, and containing copy of Western Auto Supply Company.

Thereupon, plaintiff offered, and there was received in evidence and marked Plaintiff's Exhibit 176-E, in evidence, an office record card of Foster and Kleiser Company. Said office record card was thereupon read to the jury.

Plaintiff's Exhibit 176-E in evidence was lost or misplaced. In lieu of the exhibit itself, counsel for the respective parties have stipulated that in substance and effect said exhibit related to the property described in Plaintiff's Exhibit 176-A, and contained the following entries, and none others:

"5/1/24, lease to Foster and Kleiser Company, 10 years, from 7/15/24 at \$30.00 per year.

"3/6/25, tried to obtain lease on lot N. of house but same has been leased to Western States Life Ins. for 4 years from 1/1/25.

"2/9/27, made arrangements to have snipes removed.

"7/15/26, rental increased to \$40.00 per year as of July 15/26, account removing competitor.

"6/26/31, Cancel when T. D. comes through.

(Witness continuing): Our board was removed about July 15, 1926.

Two letters from Sartori to Special Site Sign Company dated respectively July 22, 1927 and May 4, 1929, were thereupon received in evidence, read to the jury, and

(Testimony of Charles H. King)

marked Plaintiff's Exhibits 176-C and 176-D in evidence respectively. Said exhibits were thereupon read to the jury.

Plaintiff's Exhibit 176-C in evidence is in words and figures as follows, to wit:

"July 22-1927.

Special Site Sign Co.
Oakland.

Dear Sir:

Having lease the all field to Kline and Foster you got to see them for a new contract.

Respectfully, V. Sartori."

Plaintiff's Exhibit 176-D in evidence is in words and figures as follows, to wit:

"Marysville, California
May 4, 1929.

Special Site Sign Company,
Gentlemen:

Your lease with us covering our property described as being on the Roseville-Red Bluff Highway about two and one-half miles South of Marysville expires May 15, 1929, and as other arrangements have been made it is necessary for you to take down your structure.

Yours very truly,
Victor Sartori,
May 4, 1929".

Witness continuing: I received these letters through the mail. I did not move our sign off at all. It was taken away and I never found it. I don't know who took it away.

(Testimony of Charles H. King)

Q BY MR. GLENSOR: What was the value of the Victor Sartori lease, Mr. King?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further ground that at the time the sign was removed plaintiff's lease had expired and, therefore, the formula which the witness is applying to his leases would have no application.

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted, and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 149.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$1,104.

Witness continuing: We had a location on the property of Patterson on the State Highway north of Millbrae, 75 feet north of Center Street.

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

A lease in favor of Special Site Sign Company dated November 13, 1926 was thereupon received in evidence and marked Plaintiff's Exhibit 177-A in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 177-A.]

Advertising Privilege

N. Millbrae Nov. 13, 1926

In consideration of Twelve (\$12.00) Dollars to be paid when the sign is erected I hereby lease to the undersigned, lessee, the advertising rights ~~wall of building~~ located at my property on Highway at Millbrae for advertising purposes for a period of one (1) year from date (at old 16M House) with privilege to said lessee to further use said space for a like consideration for five succeeding periods. Should lessee desire to cancel this contract, lessee shall give lessor 30 day's written notice before end of any term

Mrs A A Patterson

Owner

Agent

Tenant

Lessor

Address San Bruno Box 221

SPECIAL SITE SIGN CO.

3225 Louise St. Oakland, Calif.

By E R King,

Lessee

Pd by E R K Exp sh W/E 11/20/26
11/17

Sign taken down By F & K May 22 1928

(Testimony of Charles H. King)

[On reverse]

This lease directly N. of Clarence Estelles Chicken
Dinners E R K

\$12.00

Millbrae, Nov., 16, 1926

Received of Special Site Sign Co. twelve (\$12.00)
dollars cash as per lease for erection of sign on my prop-
erty on Highway near Millbrae

Signed

Mrs. A A Patterson

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 177-A Filed 12/26 1934 R. S. Zimmer-
man, Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Four Foster & Kleiser Company's office record cards
covering the property referred to by the witness were
thereupon received in evidence and marked Plaintiff's Ex-
hibit 177-F in evidence, and are in words and figures as
follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 177-F.]

[Crest]

*&

Foster and Kleiser
COMPANY

CITY S. F. CLASS Hwy LEASE NO. 1829

 LOC. S. F. L. A. Hwy LS 75 N Center 375 Millbrae

LEGAL See Lease

LOC. S. F. L. A. Hwy LS 108 N. Center 369 Millbrae U. S. Hwy. 101 (S. F.-L. A. Hwy) LS 108 N Center St. 369.75

LEGAL See Lease

 OWNER Mrs. A. A. Patterson Mrs. R. M. Patterson
Albert A.

Mr. & Mrs. R. M. Patterson

 ADDRESS ~~Box 221, San Bruno, Calif.~~
Box #221 San Bruno, Calif.

- Am't

Date Offered By

Contact Data

(Old Card in Transfer File)

 *2/20/28 WAM 2 yrs. from 3/1/28 @ \$150.00 yr.
-12/A Form A-1 from Mrs. A.
A. Patterson.

(Testimony of Charles H. King)

- 2/28/28 M Letter to Spec. Site Sign Co.
- 3/ 7/29 KGH Cultivation call-OK.
- 11/12/29 KGH Request call later. Up 1/15/30
- *2/ 7/30 KGH 5 yrs. from 3/1/30 @ \$150.00 yr.
- 12/A Form A-1 from Mrs. A.
A. Patterson. (Community)
- 3/12/31 JFW Cultivation call. Return to file.
- *7/13/31 KGH 2 Yrs. from 8/1/31 @ \$50.00 yr.
- 12/A Form A1 from Mrs. R.
M. Patterson (Community)-1C
- 7/28/31 RB Order to T. D. 1-17 x 60 and
1-12½ x 47 Sub. Ill. and build
1-6 Sh.
- 1/ 5/32 KGH The initials R. M. Patterson are
correct.
- 7/ 1/32 KGH No further reduction advisable at
present. OK to send rental.
- *7/18/33 KGH 2 Yrs. from 8/1/33 @ \$10.00 yr.
- S/A Form A1 from Albert A.
& Mrs. R. M. Patterson. (Com-
munity) 1C

* These entries typewritten in red.

[Stamped across face]:

8/7/33 TRANS. TO NEW CARD.

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
COMPANY

CITY S. F. CLASS. Hwy LEASE NO. 1829

LOC St. Highway ES 1/2 Mi S. Uncle Tom's Cabin

LEGAL S. F.-L. A. Hwy. L/S 75 N Center St. 375
Millbrae

LOC.

LEGAL

OWNER Mrs. A. A. Patterson,

ADDRESS San Bruno, Calif. Box 221

Am't

Date	Offered	By	Contact Data
*			TRANSFER FILE

4/11/27 HWK Call back in evening after 6 P. M.

4/20/27 HWK Night call waited 1 hour not home.

6/13/27 M T. D. 60x15 Hwy. Bull. Unill. -
Bld. 12 1/2 x 47 Sub. Ill. Bull.6/30/27 HWK Could not catch Paterson at Foundry
must be night call.

(Testimony of Charles H. King)

- 8/17/27 HWK Made night call waited 1/2 hour.
no one home.
- 8/24/27 HWK Several calls no contact. (at once)
- 9/15/27 HWK Patterson will only give 2 yr. per-
mit at 120.00 asks return call in
few days.
- 9/23/27 HWK Patterson refuses to sign any form
of lease. 11/15/27
- 1/ 6/28 JFW Considerable time spent with Pat-
terson on this date. Slight prog-
ress. Objects to A-1 form and
claims to have offer from Corco-
ran for 2 boards in excess of \$120
yr. P. said he would like to think
over and make arrangements for
call about Feb. 1st. up 2/1/28
- 1/27/28 WAM Good interview with Patterson
quoted 12.50 per month for good
lease ask return call in few days.
- 2/20/28 WAM 2 yrs. from 3/1/28 @ 150.00 yr.-
12/A Form A-1 from Mrs. A. A.
Patterson. (Old card in lease en-
velope.)
- 2/28/28 M Letter to Spec. Site Sign Co.

[Stamped across face]:

SEE NEW CARD MADE UP

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
COMPANY

E. S.

LOCATION St. [^] Hwy 1/2 Mi S. Uncle Tom's Cabin
(@ North Milbrae adj. Lomita Park

Mrs. A. A.

OWNER ~~Hermina~~ PattersonADDRESS ~~10 A Rondell Place, S. F.~~ San Bruno, Cal.

AGENT Box 221

NUMBER 1829

CLASSIFICATION Highway

PHONE

	Amt.		
Date	Offered	By	Remarks
			5 yrs from 1-15-19 at 30.00 yr.-- 4 bds and excl. priv.
4/19/22			Sec. 1 yr. from date at 7.50 a month, excl. priv.
9/18/22		RLC	Patterson gave us exclusive lease at that time he had binding con- tracts with Ph. Morton & small advertisers.

(Testimony of Charles H. King)

- 10/10/22 RLC Ofd. to write letters for Patterson to sign to Morton & others stating we had prior lease. This he agreed to do.
- 11/ 1/22 RLC Patterson refuses to write letters. Says we knew of contracts with others at time lease was signed & if we do not want location we can move our signs. Letting matters rest for a while. He has accepted \$30. from Morton binding him until Oct. 1923. Up 1/15/23
- 12/21/22 JJF Ownership OK.
- 5/26/23 RLC Chcek mailed, option renewed
- 8/27/23 EDY Noted
- 9/ 4/24 ARJ Mrs. Patterson says she will give us exclusive @ \$115.00 per yr when others expire. This will be for unlimited use.
- 10/ 8/24 ARJ Mrs. P. says has found leases but we will have to see her husband about leasing entire frontage.

(Testimony of Charles H. King)

Date	Amt. Offered	By	Remarks
12/ 8/24		ARJ	Mr. P. doesnt want to tie up the whole of frontage and wants to get bds we have on now down so he can improve. Think will eventually get exclusive title on this.
2/27/25		ARJ	Mrs. P. says Mr. P. is not going to give us new lease on this. Send check when due & I will try to get better lease. 4/1
4/ 9/25		ARJ	Del. check for current mo. Mrs. P. Will not sign until she sees her husband.
5/ 4/25		ARJ	Mr. P. will not give us good lease. Says ride as it. 7/1
8/10/25		ARJ	Took down Assoc Oil target leaves only Alta Coffee now, will not sign anything 11/1
11/ 6/25		ARJ	OK to stay here but unable to get good lease 1/15/26
2/11/26		JWD	Patterson has plans to lease prop. will reserve rights for advt. for us <i>is</i> we give increase otherwise T. D. could not get lease Told him would see 2/15/26.

(Testimony of Charles H. King)

- 5/13/26 M Unable to date to catch Mr. P. Talk with Mrs. P. claims has had offer of 12.50 per mo for smaller blds. up at once.
- 6/17/26 HSP Mrs. P. will make app. for me with husband 6/18 noon in South S. F.
- 5/1 /26 HSP Mr. "P" has not time to go into during ½ hr. noon period will have to make 5:15 call.
- 6/21/26 HSP Patterson not willing to do business at 120.00 yr. and wants change of location.
- 6/23/26 HSP Unable to make "P" accept
up 7/1/26
120.00 but OK to change structure temporarily. 8/1/26
- 7/19/26 M Order issued to cut weeds 8/1/26
- 9/ 7/26 VM Order issued to burnn off weeds.
- 1/ 5/27 BFC Specail Site Sign Co. have target South End of property.
- 2/ 2/27 BFC S. S. S. Co. paying 12.50 yr. Mrs. Paterson wants call made on husband at Enterprise Foundry at South City between 12:00 and 1:00 some day this week.
- 2/ 4/27 BFC Good contact with Paterson at his place of business. Must call at his home on a Saturday afternoon or some evening.

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
COMPANY

CITY S. F. CLASS Hwy ASSIGNED TO
LEASE NO. 1829

LOC. U. S. Hwy. 101 (S. F.-L. A. Hwy) LS
108 N Center St. 369.75 Millbrae

LEGAL See Lease

LOC.

LEGAL

OWNER Mr. & Mrs. Albert A. Patterson

ADDRESS Box #221, San Bruno, Calif.

Am't

Date	Offered	By	Contact Data
8/ 7/33		HMA	(See Old Card in Trans. File)
*7/18/33		KGH	2 Yrs. from 8/1/33 @ \$10.00 yr.- S/A Form A1 from Albert A. & Mrs. R. M. Patterson. (Com- munity) 1C

*This entry typewritten in red.

No. 5673-C Special Site Sign vs. Foster & Kleiser
Plf Exhibit No. 177-F. Filed 12/26 1934 R. S. Zimmer-
man, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: Our first lease is in November, 1926 but we were on the property before that. I could not find the previous lease. We were on the property continuously. We built a 6x10 de luxe painted bulletin advertising Cuesta La Honda.

Four letters from Foster & Kleiser Company to Special Site Sign Company dated respectively February 29, 1928, March 10, 1928, March 30, 1928 and May 22, 1928 and a copy of a letter from Special Site Sign Company to Foster & Kleiser Company dated March 8, 1928 were received in evidence, read to the jury and marked Plaintiff's Exhibits 177-A, 177-B, 177-C, 177-D and 177-E respectively. Said Plaintiff's Exhibit 177-A in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 177-A.]

[Crest]

Foster and Kleiser

— COMPANY —

ADVERTISING

Eddy Street at Pierce

Telephone Walnut 10

Special Site Sign Company, San Francisco, Cal.
3225 Louise Street, February 29, 1928.
Oakland, California.

Gentlemen:

RE: SAN FRANCISCO-LOS ANGELES HIGH-
WAY

E/L 75' NORTH CENTER ST. MILBRAE

We find upon investigation that you are maintaining one of your advertising signs on the above described piece of property.

In view of the fact that this property is under an exclusive lease to this company, we are requesting that you have this sign removed from the above described premises in 10 days from this date.

Your courtesy in giving this matter your attention will be appreciated.

Yours very truly,

FOSTER AND KLEISER COMPANY.

W. J. Higgins

W. J. Higgins

Manager Lease Department.

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 177-A Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said Plaintiff's Exhibit 177-B in evidence is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT NO. 177-B.]

March 8, 1928.

Mr. W. J. Higgins, Manager Lease Dept.
Foster & Kleiser Co.,
Eddy St. at Pierce,
San Francisco, Calif.

Dear Sir:

RE: SAN FRANCISCO-LOS ANGELES HIGHWAY
E/L 75' NORTH Center St., MILBRAE.

Responding to your letter bearing above caption, will say our sign was erected under lease from the owner of this property. Kindly advise from whom your lease is secured and the date.

Upon receipt of this information the matter will be given our proper attention.

Very truly yours,

SPECIAL SITE SIGN CO.,
BY
GENERAL MANAGER.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 177-B Filed 12/26 1934 R. S. Zimmer-
man, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said Plaintiff's Exhibit 177-C in evidence is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 177-C.]

[Crest]

Foster and Kleiser
— COMPANY —
ADVERTISING

Eddy Street at Pierce
Telephone Walnut 10

San Francisco, Cal.
March 10, 1928.

Special Site Sign Co.,
3225 Louise St.,
Oakland, Calif.

Attention: Mr. Charles H. King

Gentlemen:

Replying with your request in letter dated March 8th, we beg to advise you that the property on the S. F.-L. A. Highway EL 75' N Center Street, Millbrae is covered by

(Testimony of Charles H. King)

an exclusive lease dated April 19, 1922 for a period of six years which lease has just been renewed.

For your information, this lease is signed by Mrs. A. A. Patterson, who is the legal owner of this property. We have checked this matter very carefully and are quite positive that there is no question as to our rights in connection therewith, therefore, we feel that our request that you remove your structure from this property is a perfectly just one.

Yours very truly,

FOSTER AND KLEISER COMPANY

By W. J. Higgins

W. J. Higgins,

Manager Lease Department

WJH/EMG

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 177-C Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 177-D in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT NO. 177-D.]

[Crest]

Foster and Kleiser

— COMPANY —

ADVERTISING

Eddy Street at Pierce

Telephone Walnut 10

REGISTERED LETTER:

RETURN RECEIPT REQUESTED

San Francisco, Cal.

March 30, 1928

Special Site Sign Company,
3225 Louise Street,
Oakland, California.

Attention: Mr. Charles H. King

Gentlemen:

We wrote you under date of March 10, 1928 regarding the advertising sign you are maintaining on the property owned by Mrs. A. A. Patterson, on the San Francisco-Los Angeles Highway E/L 75' N. of Center St., Millbrae, Cal.

In this letter we embodied a request that you remove your advertising structure, as the exclusive advertising

1418

(Testimony of Charles H. King)

privileges for this property were granted to us by Mrs. Patterson under the terms of our lease.

We find that to this date you have not complied with our request that you remove your structure and we are therefore notifying you again to vacate the premises as described above. We might also add that the lease we hold for the exclusive advertising rights to this property dates back several years and is still in force for some time to come. We have checked over the terms of this agreement very carefully and we feel that there can be no question to our right in exercising the concession it grants us.

Your courtesy in giving this matter your immediate attention will be greatly appreciated.

Yours very truly,

FOSTER AND KLEISER COMPANY

W. J. Higgins

W. J. Higgins

VHM:H

Manager Lease Department

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 177-D Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said Plaintiff's Exhibit 177-E in evidence is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT NO. 177-E.]

[Crest]

Foster and Kleiser
— COMPANY —

ADVERTISING

Eddy Street at Pierce
Telephone Walnut 10

San Francisco, Cal.

May 22, 1928

Special Site Sign Company,
3225 Louise Street,
Oakland, California.

Gentlemen:

In taking down your sign on Mrs. Patterson's property on the San Francisco-Los Angeles Highway North of Center Street at Millbrae, the property owner refused to allow us to remove this sign from the premises after it had been taken down, and it is now in her possession.

(Testimony of Charles H. King)

Mrs. Patterson states that a year's rental is due her from you and she explained to us that she will keep this sign until you have paid this rental.

Yours very truly,

FOSTER AND KLEISER COMPANY

W J Higgins M

W. J. Higgins

VHM:H

Manager Lease Department

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 177-E. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Witness continuing: Without regard to the fact that the Foster & Kleiser office record card shows that their lease in 1922 was for one year, at the time we took our prior lease, whenever it was, there were no other structures on the property and I did not know of any lease to Foster & Kleiser or any other advertising concern of the advertising rights on this property. Our structure was built on there shortly after the time we got our first lease and was on there continuously until it was removed.

I did not ever authorize Foster & Kleiser either orally or in writing to take down our sign. As I recall, our rent was paid to Mrs. Patterson at the time. She had never made a demand on us for payment of rent. We never recovered our sign.

(Testimony of Charles H. King)

Q What was the value of the leasehold, Mr. King?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further grounds that there is no proof that plaintiff had any right upon the premises at the time its lease was cancelled.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 150.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$187.

MR. CLARK: I understand there will be no change in theory that these so-called value figures are all potential gross figures, are they not, or income that you thought you might have received?

A Yes.

Witness continuing: We had a location on the San Francisco-Los Angeles Highway approximately 620 feet north of Center Street, Millbrae.

(Testimony of Charles H. King)

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

Witness continuing: The drawing on the back of this lease to Special Site *Site* Company dated October 13, 1926 was put on at the time the lease was secured. It is supposed to illustrate the location of the property and the signboards as I wanted them erected.

The lease referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 178-A in evidence, and is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 178-A.]

Advertising Privilege

Millbrae Oct 13th 1926

In consideration of Fifteen dollars (\$15.00) cash receipt of which is hereby acknowledged— I hereby lease to the undersigned, lessee, the Space for 6x12 sign wall of building located at Willows, bet.. 16 mile H and Willows Camp at Satori's Sandwich Place for advertising purposes for a period of One year from date with privilege to said lessee to further use said space for a like consideration for five succeeding periods. Should lessee desire to cancel this contract, lessee shall give lessor 30

(Testimony of Charles H. King)

day's written notice before end of any term no sign to be erected in front of our sign—

Owner

Agent

H Sartori Tenant

Lessor

Address San Bruno Bx 558

SPECIAL SITE SIGN CO.

3225 Louise St. Oakland, Calif.

By C H King, Lessee

Sign destroyed Nov 8 1927

M. Daley, Millbrae P. O. (no other address) *gest* check.

[On back]:

[Diagram of premises.]

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 178-A Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: I paid the rental on this property by a check dated January 25, 1927.

Two Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence and marked Plaintiff's Exhibit 178-G in evidence and are in words and figures as follows, to-wit:

1424

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 178-G.]

[Crest]

Foster and Kleiser
COMPANY

Running No. from English prop. 255' approx.

S. F.-L. A. Hwy State LS app. 625' N. of Center St.
(16-mi. house)

LOCATION ~~ES~~ Highway at ~~NL~~ Millbrae
Mrs. M.

OWNER ~~Chas. A.~~ Daley

ADDRESS Millbrae, Cal.

AGENT

NUMBER 2294

CLASSIFICATION Highway

PHONE

TRANSFER FILE [in red]

	Amt.		
Date	Offered	By	Remarks
4 ϕ /29/22		EHW	Sec. 1 yr with 5 yr option @ 15.001 form B. dating from 5/1/22/
12/19/22		JJF	Ownership OK. Option exercised. Paid to 5/1/24.

(Testimony of Charles H. King)

- 1/10/24 RLC Mrs. English one of owners, phoned today to have someone call. Will see her this week.
- 1/14/24 RLC This property divided between owners. Mrs. Daley retaining north 255'. this lease number covers north part only. New number given balance sec. from Mrs. A. English, sister (lease #6106) *Ms.* Daly has allowed 4 targets to be erected. Our former lease good but might have trouble on technicality so sec. 10 yrs. from 5/1/23 @ \$20.00 yr. ann. form B. Note to MacKillop to order targets off.
- 5/ 5/24 Ownership OK.
- 1/ 5/27 BFC Hollywood Advertising Co. Special Site Sign Co. and Cadillac target on this property.
- 2/ 4/27 M Letter to Spec. Site To T. D. & Letter to Hollywood Adv. Co. 3/1
- 8/24/27 HWK Targets still on property. 3 calls on owner no contact as yet.

*[Stamped on face of card]: SEE NEW CARD MADE UP.

(Testimony of Charles H. King)

[On back] :

Amt.			
Date	Offered	Date	Remarks
8/29/27		HWK	Mrs. Daley says portion of this leased, tenant in the North back in 1 month.
9/30/27		M	Letter to Mrs. Daley to have signs removed. 12/1
10/12/27		JFW	Mrs. Daley says OK whatever we do to remove Comp. Bds. Claims she has <i>le</i> leased property and expects to build in very short time. 12/1
12/12/27		JFW	All targets but Cadillac down. Up 3/1
1/28/28		WAM	Cultivation call.

DIAGRAM

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
COMPANY

Cancel 20.00

CITY S. F.
CLASS. Hwy.
LEASE NO. 2294

LOC. S. F.-L. A. Hwy LS approx. 625 N of 16 Mi House
(Center St) approx. 205 MillbraeLEGAL
LOC.
LEGAL

OWNER Mrs. M. Daley
ADDRESS Millbrae, Calif.

(Old Card in Transfer File)

	Am't		
Date	Offered	By	Contact Data
5/ 1/23		RLC	*10 yrs from 5/1/23 @ \$20.00 yr.—Ann. Form "B" from Mrs. M. Daley.
3/ 7/29		KGH	Cultivation call. Mrs. English said her sister still owns property. Up 5/1
6/26/29		KGH	Cultivation call. OK. Letter confirming oral agreement to cancel lease as of May 1, 1932 the date to which rental paid.

(Testimony of Charles H. King)

7/ 3/31 KGH Check before next payment date.
Up 4/1/32

Letter confirming oral agreement
to cancel lease as of May 1, 1932
the date to which rental paid.

4/28/32 EG Canc. letter accepted and filed lease
env. LWC.

*This item appears in red ink on card.

[Stamped on card] CANCELLED May 18 1932

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 178-G. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: I never heard about there being
some joint ownership of this and some other property
between Daly and English.

A letter from Foster & Kleiser Company to Special
Site Sign Company dated February 3, 1927 and a letter
from Special Site Sign Company to Foster & Kleiser
dated February 11, 1927 were thereupon received in evi-
dence, read to the jury, and marked Plaintiff's Exhibits
178-C and 178-D in evidence respectively. Said Plain-
tiff's Exhibit 178-C in evidence is in words and figures as
follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 178-C.]

[Letterhead]

[Crest]

Foster and Kleiser
— COMPANY —

ADVERTISING

Eddy Street at Pierce
Telephone Walnut 10

San Francisco, Cal.
February 3d, 1927

REGISTERED

Special Site Sign Company,
308—12th Street,
Oakland, California.

Gentlemen:

RE: SF-LA HIGHWAY LS APP. 625' N.
CENTER ST.—MILLBRAE

It has come to our attention that you are maintaining two of your small signs, approximately 6x10' in dimension, on the above described piece of property, the adver-

1430

(Testimony of Charles H. King)

tising privileges of which are under an exclusive lease to this company.

As we are desirous of having this property cleared as soon as possible, we would appreciate your attention in removing your signs within ten days from date.

Thanking you in advance for your attention to this matter, we are

Yours very truly,

FOSTER AND KLEISER COMPANY

W. J. Higgins M

W. J. Higgins,

VHM:C

Manager Lease Department.

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 178-C. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 178-D in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 178-D.]

February 11, 1927.

Foster and Kleiser Co.,
Eddy Street at Pierce,
San Francisco, Calif.

Attention: W. J. Higgins, Mgr. Lease Dept.

Gentlemen:

We acknowledge receipt of your registered letter of the third inst., regarding our lease on the S. F.-L. A. Highway at Millbrae, which property, you state, is also under lease to your Company.

As per telephone conversation with you today, the writer will investigate the circumstances surrounding this case and report to you in a few days.

Very truly yours,

SPECIAL SITE SIGN CO.,

BY

CHK-MSM

GENERAL MANAGER.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 178-D. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Q Did you investigate, Mr. King?

A Yes, sir.

Q What did you find?

MR. STERRY: That calls for a conclusion and hearsay.

THE COURT: Objection overruled. State what you found.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 151.

A I called on the lessor, Mr. Sartori, and he told me my lease was all right, and to pay no attention to Foster & Kleiser, and he would run them off the property.

Witness continuing: Mr. Sartori was not the owner of that property. He was the tenant in possession.

Two letters from Foster & Kleiser Company to Special Site Sign Company dated March 15, 1927 and June 8, 1927 were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibit 178-E and 178-F in evidence respectively. Said Plaintiff's Exhibit 178-E in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 178-E.]

[Envelope]

[Crest]

Foster and Kleiser
COMPANY

REGISTERED No. 361065 Return Receipt Requested
[Cancelled Postage Stamp]

Special Site Sign Company,
3225 Louise Street,
Oakland, California.

21604

[Letterhead]

[Crest]

Foster and Kleiser
— COMPANY —
ADVERTISING

Eddy Street at Pierce
Telephone Walnut 10

March 15, 1927
San Francisco, Cal.

Special Site Sign Company,
3225 Louise Street,
Oakland, California.

1434

(Testimony of Charles H. King)

Gentlemen:

RE: S. F.-L. A. Highway, E/L 625' North of
Center Street Millbrae

It is now more than one month since our receipt of your letter of February 11th, referring to the above described location, wherein you advised us that you would investigate the status of your use of this property and forward us a report in a few days.

As we have not heard from you since February 11th, regarding this matter and in view of the fact that we are desirous of utilizing this property for our own purposes, we are requesting that you remove your advertising structures within fifteen days from this date.

Thanking you for your courtesy in giving this matter your attention, we are

Yours very truly,

FOSTER AND KLEISER COMPANY

W. J. Higgins M

W. J. Higgins

VHM;AH

Manager Lease Department

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 178-E. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 178-F in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 178-F.]

[Letterhead]

[Crest]

Foster and Kleiser
— COMPANY —
ADVERTISING

Eddy Street at Pierce
Telephone Walnut 10

San Francisco, Cal.

June 8, 1927

“REGISTERED LETTER—
RETURN RECEIPT REQUESTED”

Special Site Sign Company,
3225 Louise Street,
Oakland, California.

Gentlemen:

RE: SAN FRANCISCO-LOS ANGELES
HIGHWAY E/L 625' NORTH OF
CENTER STREET, MILLBRAE

Under date of March 15, we wrote you regarding the above described location upon which you are maintaining one of your advertising panels: As we explained in our letter of that date, the advertising privileges of this location are under an exclusive lease to this Company.

As we have not received a reply from you to this date, we assume that you acknowledge our full rights to this

(Testimony of Charles H. King)

location, and as we are about to utilize this property for our own purposes, we will have your sign removed and stored in our yard at 1675 Eddy Street, San Francisco, where it may be obtained by you at your earliest convenience.

Yours very truly,

FOSTER AND KLEISER COMPANY

W. J. Higgins M

W. J. Higgins

VHM/PA

Manager Lease Department.

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 178-F. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Witness continuing: I never had any communication from either of the alleged owners, English or Daley. At the time we took our lease and built our sign there were no other advertising structures on the property. I had no knowledge of any lease or advertising rights of any other company. We were never ordered off the property by any person other than Foster & Kleiser. We had two 5 by 12 miniature de luxe bulletins on it. There is a notation on the lease showing when our sign was removed. It is Mrs. Montgomery's handwriting but I told her to write it on there. That is the date we discovered that it was destroyed.

Q What was the value of the H. Sartori lease

(Testimony of Charles H. King)

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further grounds that plaintiff's lease was obtained from a tenant and defendant Foster & Kleiser's lease was obtained from the owners many years before plaintiff's lease was obtained and that there is no further showing that plaintiff's landlord had any right whatsoever on the property. It is objected to on the further ground that all damages with reference to this location are barred by the statute of limitations.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 152.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$408.

Q BY MR. GLENSOR: Do you recall that you had two signs on there?

MR. CLARK: Objected to as immaterial.

A Yes, sir, one structure, but it was two signs.

Q BY MR. GLENSOR: What was it, a V?

A Yes.

(Testimony of Charles H. King)

THE WITNESS: But there was nothing said about it when we put it up that way. It was understood what we were going to do there.

MR. CLARK: We object to the testimony on the ground he is now attempting to vary his own title.

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates Exception No. 153.

MR. CLARK: I now move to strike out all proof of damage with respect to one sign on the grounds that plaintiff's own lease limits him to one sign and he has calculated his damages on two.

THE COURT: Let it stand.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 154.

Witness continuing: We had a location on the property of E. P. Williams on the Los Angeles-Fresno Highway, 1.2 miles south of Bakersfield.

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

A lease to Special Site Sign Company dated May 11, 1926 was thereupon received in evidence and marked Plaintiff's Exhibit 179-A in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 179-A.]

[Crest]

OAKLAND
SPECIAL SITE SIGN CO.
CALIF.

ADVERTISING PRIVILEGE

Memorandum of Agreement, made this 11 day of May 1926 by and between E P Williams the party of the first part, and SPECIAL SITE SIGN CO., party of the second part.

Witnesseth, That for the consideration hereinafter named, to be paid by second party to first party, the said first party hereby grants to said second party the exclusive use of the following described premises, with free access and entrance to and upon same at any and all times during the term hereof:

Los Angeles Hiway 3 miles S of Bakersfield situated in the City ofState of Calif for a period of five years from date for the purpose of constructing and maintaining painted, printed, or illuminated signs or devices for advertising purposes, including the placing and maintaining of devices for the illumination of such signs with necessary connections therefor. In considera-

(Testimony of Charles H. King)

tion of which the party of the second part agrees to pay the party of the first part the sum of 17.50 Dollars, payable yearly for each year of said term during which said premises are used for said advertising purposes.

This agreement shall continue in force from year to year after the term hereof unless terminated at the end of such term, or any such additional year, upon written notice of either party served not less than thirty days before the end of such term or additional year; provided, however, that if the said property is sold, or the possession thereof required by the first party for the purpose of building upon, or is leased for other than advertising purposes, then this contract shall terminate, and the first party shall refund to the second party the unearned portion of rent paid by the second party, if any, and in this event the second party shall remove all signs and connections upon ten days' written notice from the first party. In the event that the said premises shall be altered or changed in such manner that the advertising value thereof, is destroyed, or impaired, or should the view of such premises become obstructed or the use thereof prevented by law, the second party shall have the right to cancel this agreement and have a refund of the unearned portion of rent already paid, if any.

The party of the second part is hereby authorized to remove any and all signs of any other person or corporation on said rented premises, and shall be the owner of

(Testimony of Charles H. King)

and have the right to remove all signs, material, and equipment placed on said premises under this agreement.

It is expressly understood that SPECIAL SITE SIGN CO. is not bound by any stipulations, representations or promises not printed or written on this contract.

Signed	E P Williams	} Owner } Tenant } Agent
.....		
Address	Bakersfield Box 54	
		R. 21

Accepted by SPECIAL SITE SIGN CO.

Per C B

Lost April 1929

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 179-A Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: We built a 10 by 50 highway bulletin on that property. A check dated October 1, 1929 was the last payment of our rent as far as I know. We paid our rent to May 11, 1930.

Foster & Kleiser Company's office record card covering the property referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 179-G in evidence, and is in words and figures as follows, to-wit:

1442

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 179-G.]

[Crest]

Foster and Kleiser
COMPANY

CITY Fresno
CLASS. Hwy
LEASE NO. 1502

LOC. Fresno LA Hwy WS 1-2/10 miles S of Bakersfield
LEGAL S $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec 7, twp 30, Range 28
LOC.
LEGAL

OWNER E. P. & Louisa Williams
ADDRESS Route 2, Box 54, Bakersfield

Date	Am't Offered	By	Contact Data
3/ 3/28		EW	10 yrs from 3/3/28 @ 50.00 to 75.00 S/A form A1 from E. P. & Louisa Williams, (community)
5/ 8/31		EW	Letter from Yonge Elliott Co. regarding removal of their sign
5/11/31		EW	Letter to Yonge Elliott Co. we will investigate and they will hear from us further
5/12/31		EW	Mr & Mrs. Williams sold one acre comprising 100' frontage beginning at Rankins property and run-

(Testimony of Charles H. King)

ning 100' to a Mr. Odell of Bakersfield—property was sold on contract and Odell is in arrears several months with payments which forfeits Odells claim or interest of any kind on property. Williams told Yonge Elliott Co. man they sold this acre and Yonge Elliott rented space from Odell—our records do not indicate we ever received notice of the sale of this acre from Williams—the first information of sale was during today's contact. 6/1/31

6/10/31

EW

Mr. Cole says he and Mr. Denton have called on Mr. Williams and after consulting his atty Mr. Williams has decided to give Mr. Odel more time in which to bring up to date back payments before closing the sale and taking property back—we have placed Brew sign on property again and are awaiting final disposition of property between Odel & Williams

8/1/31

[Stamped on face of card] CANCELLED Feb 5 1932

(Testimony of Charles H. King)

[On back]:

	Am't		
Date	Offered	By	Contact Data
8/10/31		RED	Mr. Cole decided not to cancel at this time 3/28/32
12/23/31		RED	Cancellation letter signed by Mr. Williams & Mrs. Williams
12/29/31		MDC	OK to cancel as of 1/1/32

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 179-G Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: When we built there were no other structures on the property. The Yonge-Elliott sign must have been put there afterwards. I don't recall that it was on the property.

MR. GLENSOR: I offer in evidence as Plaintiff's Exhibit 179-C, a letter from E. P. Williams to Special Site Sign Company, dated March 19, 1927.

MR. CLARK: That is objected to as hearsay and incompetent.

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted, and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 155.

(Testimony of Charles H. King)

The letter referred to by Mr. Glensor was thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibit 179-C in evidence, and is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 179-C.]

Southern Cafeteria 10x50

Route 2—Box 54

Bakersfield Calif

Mar, 19—27

Special Site Sign Co.

This is only to notify you that I have rented all the site on my property to the Foster & Kleiser Co. and your rent will hold good till the year 1931, which rent will be paid to me till then,

And Oblige

E. P. Williams

R 2, Bx 4 Bakersfield Calif

(May Card)

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 179-C. Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

A letter from E. P. Williams to Special Site Sign Company dated November 15, 1927 and a letter from Special Site Sign Company to E. P. Williams dated November 22, 1927 were thereupon received in evidence and marked Plaintiff's Exhibit 179-D in evidence, and are in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 179-D.]

Bakersfield Calif.

Nov. 15-27

Special Site Sign Co.

Please advice me if you still like to renew your sign rent it is due May 11, 1927.

And Oblige

E. P. Williams

Bakersfield Calif R 2 Box 54

Chk 9099

November 22, 1927.

Mr. E. P. Williams,
Box 54, Route 2,
Bakersfield, Calif.

Dear Sir:

Your letter of November 15th was duly received asking us if we wished to continue our sign on your property, and advising that rental was due on May 11th.

(Testimony of Charles H. King)

We think there must be some mistake on your part as, in looking the matter up, we find our check for \$17.50 was mailed you on May 20, 1927. The same was cashed by you on May 26th and shows your endorsement, also the endorsement of V. P. Morehouse. Our check number is 9099.

We trust this will bring the matter to your remembrance, and beg to remain

Yours very truly,

SPECIAL SITE SIGN CO.,

BY

GENERAL MANAGER.

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 179-D. Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: After sending that last letter we remained on the property, as far as I was concerned.

A letter from Foster & Kleiser Company to Special Site Sign Company dated April 20, 1929 was thereupon received in evidence and marked Plaintiff's Exhibit 179-F in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 179-E.]

[Crest]

Foster and Kleiser
COMPANY
ADVERTISING

South Van Ness and Hamilton Sts.
Telephone 32111

FRESNO, CAL.

April 20, 1929

Special Site Sign Company
Oakland, California

Gentlemen:

We wish to advise that your bulletin just south of Bakersfield advertising the Southern Cafe is half blown over. We will take this bulletin down for you and stack it on the location if you so desire, as it is in a very unsightly condition at present.

Thanking you for an early reply, we are

Very truly yours,

FOSTER AND KLEISER COMPANY
M. D. Cole

MDC:BRO Fresno Branch Manager
FRESNO BRANCH

[Imprint California Raisin Festival.]

No. 5673-C. Special Site Sign vs. Foster & Kleiser
Plf Exhibit No. 179-E. Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

(Testimony of Charles H. King)

Witness continuing: After receipt of Plaintiff's Exhibit 179-E in evidence and before replying to it, I investigated. I found that about four panels had been pried off with a pry bar. The marks of the bar were visible on the top stringers and also on the sections. We never rebuilt the property.

A letter from Special Site Sign Company to Foster & Kleiser Company dated April 23, 1929 was thereupon received in evidence and marked Plaintiff's Exhibit 179-F in evidence, and is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 179-F.]

April 23, 1929.

Mr. M. D. Cole, Manager
Foster & Kleiser Co.,
South Van Ness & Hamilton Sts.,
Fresno, Calif.

Dear Sir:

Your letter of April 20th received. We have noted the condition of the sign referred to in your letter and we would advise you to keep your hands off of our property hereafter.

Very truly yours,
SPECIAL SITE SIGN CO.,
BY
GENERAL MANAGER.

CHK-MSM

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 179-F. Filed 12/26 1934 R. S. Zimmerman. Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: We had received these letters advising that Williams had rented the property to Foster & Kleiser. We made no effort after that to renew our lease with Williams. This property is on that long stretch of highway from Bakersfield to the Grape Vine. It is straight and all open.

Q What was the value of the Williams lease?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further ground that there is no showing whatever that Foster & Kleiser Company were in any way responsible for the loss of the location and the sign.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 156.

(Testimony of Charles H. King)

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$552.

Q BY MR. CLARK: I am assuming, if I may ask, that this is based upon a further 6-year continuance of the lease?

A Yes, sir.

Witness continuing: We had a sign on the Great Highway near Rivera Street in San Francisco. I was unable to find our lease. I don't know what became of it. I know we had a lease at one time because I got it myself.

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

Witness continuing: I can't recall just now when we built or when we got our lease. We built a 20 x 50 illuminated bulletin. I have four rental checks indicating that we were on the property in 1921. 48th Avenue is the Great Highway and Rivera Street was formerly known as R Street. We had only one location from Hittell and that is the only location along the Beach Highway at that time that I recall.

Three Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence and marked Plaintiff's Exhibit 180-E in evidence, and are in words and figures as follows, to-wit:

1452

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 180-E.]

[Crest]

Foster & Kleiser
Company

CITY S.F. CLASS. Hwy LEASE NO. 1479

LOC. Great Hwy & Rivera NE 301x50
LEGAL NE Great Hwy & Rivera 301x50 Irreg. depth
LOC.
LEGAL

OWNER Franklin T. Hittell & Charles J. Hittell,
by Franklin T. Hittell
ADDRESS 808 Turk St., S.F.

Am't

Date	Offered	By	Contact Data
4/15/31		EMG	(See Old Card in Trans. File)
*4/ 8/31		F	3 yrs. from 4/1/31 @ \$60.00 yr.— Ann Form A-1 from Charles J. Hittell per Franklin T. Hittell, Atty-in-fact & Franklin T. Hittell, Owner. (Non-Community) 1C & 3C
4/ 4/33		F	Verbal permission @ \$30.00 for balance of term.
1/11/34		JJF	Owners of record: Franklin T. Hittell and Chas. J. Hittell, 808 Turk St. S.F.

LOC. Out-Box & Rly-rs in (Burl)
 LEGAL Block-6169--104-19
 LOC Great Hwy & Rly-rs NE 301x50
 LEGAL NE Great Highway & Rly-rs 301x50 Irrigs. depth
 OWNER Franklin T. Hittell, et al
 ADDR. 908 Turk St. S.P.

DATE
 11/18/29
 1/2/25
 3/11/30
 4/4/30
 4/4/30
 9/30/30
 1/16/31
 2/3/31
 4/R/31

CONTACT DATA

BY
 Dept. Clerk

(See Old Card in Trans. File)

5 yrs. from 4/1/25 @ \$60.00 yr. - Ann. Form A-1 from Franklin T. Hittell, et al.

Hittell has renewal; and is waiting for his brother to arrive from the south.

2-16x70 Bulletins on this location will have to be moved back from highway 15 feet on acct. of widening. Must be moved by 4/15.

Ord. issued to T.D. & Rebid. 2-16x80 Sub. Ill.

Hittell prefers to let this lease run on from year to year and says that we will not be disturbed. Does not care to sign renewal lease at this time.

Short interview. Some progress. To see him 2/1.

Very pleasant but cannot understand why we actually need re-nwal. Said that he will take up with brothers and will write us in regard to outcome of discussion.

Up 2/20

CONTACT DATA

3 yrs. from 4/1/31 @ \$60.00 yr. - Ann Form A-1 from Charles J. Hittell per Franklin T. Hittell, Atty-in-Fact & Franklin T. Hittell, Owner. (Non-Community) 1C & 3C

EXHIBIT
 No. 180
 Filed 19
 R. R. ZIMMERMAN, Clerk

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

NE Cor Gt Hwy & R 301' being lot
 LOCATION St., - Hwy-501 - - - - -
 OWNER Hittell-Estater-Catharina H. Hittell, et al
 ADDRESS 808 Turk St. Franklin
 AGENT
 COMPANY 12, Block 2169
 NUMBER 1479
 CLASSIFICATION Highway
 PHONE

DATE	AMT. OFFERED	BY	REMARKS	TRANSFER FILE
8/17/21		W	5 YRS from 2-1-20 at 15.00 YR Phoned Miss H. re adjoining lot - Now leased to S.S.S. Co. She says we can have. Call up next week when brother is home. Up 8/22/21	4 2-44
11/15/22		JJF	Ownership OK.	
9/12/21		EHW	Sec. new lease to Inc. 50' on prop. as well as property covered by former lease, 3 yrs. from 1/15/22 1/15/22 @ 60.00 per yr. pay. ann.	
1/2/25		HSP	5 yrs. from 4/1/25 @ 60.00 yr. ann. form A-1. scratched.	
2/29/28		KGH	Cultivation OK . - Catharina Hittell passed away otherwise ownership the same.	
3/1/28		KGH	Make ch. to Franklin Hittell et al.	

No. 5673 C

DHS Ex 180 F

(Testimony of Charles H. King)

- 2/12/34 LWC We will renew if we can get for \$30.00 a year flat otherwise cancel.
- *2/27/34 F 10 Yrs. from 4/1/34 @ \$30.00 yr.—Ann. Form A1 from Charles J. Hittell, per Franklin T. Hittell, Atty-in-fact and Franklin T. Hittell. (Non-Community) 1C 3C

* These entries written in red ink.

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 180-E. Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: The Miss H. referred to on the office record card is Miss Hittell, the owner of the property. I note from the card that Foster & Kleiser secured a lease on the northeast corner which was the property we were on. At the time we took the lease and built I did not know that they were on the adjoining property or had any rights there. Nobody ever said anything to me about a lease to any other advertising company on that corner lot. I took the lease myself.

A letter from Foster & Kleiser Company to Special Site Sign Company dated February 28, 1922 was thereupon received in evidence and marked Plaintiff's Exhibit 180-A in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 180-A.]

[Crest]

Foster and Kleiser
— COMPANY —

OUTDOOR ADVERTISING

273-295 Valencia Street
Telephone Market 10

San Francisco, Cal.

February 28, 1922

Special Site Sign Company
Oakland, California

Gentlemen: Re-Great Highway & Riviera

Having just entered into a lease for the entire property at the North East corner of "R" Street and the Great Highway, will you kindly arrange to pay rental to this office on and after April 1st, 1922.

Yours very truly,

FOSTER AND KLEISER COMPANY

By E. D Young

Manager Space Department

EDY:b

CHK

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 180-A Filed 12/26 1934 R. S. Zimmer-
man, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: After receipt of that letter I paid the rent on that property to Foster & Kleiser. One of these checks marked Plaintiff's Exhibit 180-C in evidence, dated March 10, 1922, is the check that I sent.

A letter from Foster & Kleiser Company to F. B. Heider dated February 27, 1923, together with a note at the bottom thereof, were received in evidence and marked Plaintiff's Exhibit 180-B in evidence, and are in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 180-B.]

[Crest]

Foster and Kleiser
— COMPANY —

OUTDOOR ADVERTISING

273-295 Valencia Street
Telephone Market 10

San Francisco, Cal.

February 27, 1923

Mr. F. B. Heider
860 Geary St.
San Francisco, Cal.

RE: Great Highway North Riviera

Dear Sir:

Please be advised that we now find it necessary to ask the removal of your highway display advertising BRUNS-

1456

(Testimony of Charles H. King)

WICK TIRES and adjoining Robert's Cafeteria on the property mentioned above.

Will you kindly effect the removal of this structure within fifteen days, and oblige

Very truly yours,

FOSTER AND KLEISER COMPANY

By E D Young
Manager Lease Department

Paid F & K 3/23/22 to 3/23/23 \$12.50

NOTE King I just rec'd this so am forwarding it at once for you to look out for

T B H.

EDY:-

VMB

GENERAL OFFICE

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 180-B Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

(Testimony of Charles H. King)

Witness continuing: That was our sign referred to in that letter but they sent the note to Heider by mistake. We sold our bulletin to Foster & Kleiser. The Great Highway in San Francisco is a highway that parallels the ocean beach and on Sundays and holidays there are tremendous crowds there. It is a good advertising location. I endeavored to secure other advertising sites to take the place of this one after we lost it but was not able to do so. All the vacant property seemed to be under lease to Foster & Kleiser. I personally tried to canvass the situation and tried to get the property. This ocean beach front extends from about two miles from Sloat Boulevard to the Golden Gate Park, and at that time it was not heavily built up. It was wide open.

The term of that lease was for one and five years. I was never ordered off by Hittell. The first intimation I had about getting off the property were the letters from Foster & Kleiser. That was the only thing that was said or written to me about getting off. I sold the sign to them. I took the matter up after I got this letter that was addressed to Heider and which Heider sent to me. There was no question about it being our sign, for Heider had no signs on there. I don't recall who it was in Foster & Kleiser's office with whom I took it up. After looking at this letter from Mr. McNeill, dated June 16, 1923, I remember that it must have been Mr. McNeill.

The letter referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 180-D in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 180-D.]

[Crest]

Foster and Kleiser

— COMPANY —

OUTDOOR ADVERTISERS

Eddy Street at Pierce

Telephone Walnut 10

San Francisco, Cal.

June 16, 1923

Special Site Sign Company

308 12th St.,

Oakland, California

Gentlemen:

Enclosed you will find copy of Bill of Sale covering Brunswick bulletin located at Great Highway & Rivera together with our check #75500 in the amount of One Hundred Twelve & 50/100 (112.50) Dollars, being the purchase price of the bulletin size 20x50'.

Very truly yours,

FOSTER AND KLEISER COMPANY

D. R. McNeill Jr

San Francisco Manager.

VBS.

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 180-D. Filed 12/26 1934 R. S. Zimmerman, Clerk
By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: The conversation was that we were to take it off or sell it to them if we preferred to do that, so we sold it to them.

Q Which was the cheapest or best thing for you to do, sell it or move it?

MR. CLARK: That is immaterial and calls for a conclusion of the witness.

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 157.

A At that time the only thing we could do was to sell it. We couldn't get another location there suitable for it, and it was a very large board. We had no place else to re-erect it and we sold it.

Q What was the value of the Hittell leasehold?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further ground that it appears that plaintiff's lease had fully expired and that plaintiff recognized the right of Foster & Kleiser by paying rent to them and that it appears from the witness' own testimony that

(Testimony of Charles H. King)

it was a voluntary surrender by him of whatever rights, in any he had, in the sale to Foster & Kleiser Company. I further object to any testimony on damages with reference to this location on the ground that it is barred by the statute of limitations.

THE COURT: The rule of practice probably ought to be the other way, to exclude it if there is uncertainty, but for the present I do not think it will do any harm to leave the evidence in, and I hope to be able to make a discriminatory ruling on it within a short while.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 158.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$1,200.

Witness continuing: The loss of this site caused the cancellation of our Brunswick Tire account which was some 10 or 12 bulletins.

We had a location on the property on Ellen Ewing on the southeast corner of Mission and Trumbull Streets, Lots 1 and 12.

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

Witness continuing: I do not have the written lease on it. I made a search for it. I took the lease myself.

(Testimony of Charles H. King)

Looking at two rental checks for \$6 each, I recall that that was the rent we were paying on the Ewing property.

The lease was on the pink form for a term of one and five. I think it ran from the date shown on the first rental check, April 1, 1921. When I prepared this memorandum in the file I had the lease. According to my memorandum, the lease ran from April 1, 1918 to April 1, 1923.

BY MR. CLARK:

This memorandum is taken from the books and records, part from the books and part from leases and checks and letters. This "Date lost" was gotten from our lease. From this memorandum I testified that we had a lease from April 1, 1918 for five years. I got the information from the lease itself. The memorandum shows that I had the lease before me. This notation that I lost the lease April 1, 1923 shows me that I had the lease before me.

Two Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence and marked Plaintiff's Exhibits 181-A and 181-B in evidence, respectively. Said Plaintiff's Exhibit 181-A in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT NO. 181-A.]

[Crest]

Foster and Kleiser
Company

State Highway Heider "Federal"

LOCATION SE Mission and Trumbell, Lots 1 & 12,
67' 2x221

OWNER Jessie M. Ewing Grace Ewing et al

ADDRESS 2221 Scott St.

AGENT

NUMBER 4333

CLASSIFICATION SUR

PHONE Fill. 2821

Block 5869 Lot 12

Am't.		
Date	Offered	By Remarks
7/13/22	RC	7/14/22 Out.
7/19/22	RC	Mrs. Williams (nee Ewing) says Heider has until April 1923. Lease with S. S. S. Co. signed by King 6.00 per yr. Ofd. 15.00 yr. after exp. of lease. Will consider with sisters. Call after Sept. 10, 1922.

(Testimony of Charles H. King)

- 9/ 8/22 RC Mrs. Williams says sister still out of town. Call after 10/15/22.
- 9/18/22 RC Miss Ewing says no decision yet.
- 10/ 2/22 RC No change. Will rent to those who pay most
- 11/22/22 RC Sec. 5 ys from 4/1/23 @ 20.00, form B., contin clause
- 2/14/24 Ownership OK
- 10/14/27 MRG Mr. Ewing says competitor offers a better proposition. - prefers F & K to know why we dont build. up 1/1/28
- 1/13/28 MRG Miss Ewing will take up with sisters will see next week.
- 1/24/28 MRG Miss Ewing & Sisters want 50.00 or nothing.
- 2/14/28 MRG Miss E. stands on 50.00 leaving town up 3/15
- 3/23/28 MRG Same status no progress.
- 3/27/28 MRG Offered 35.00 & 50.00 when built.
- 4/ 4/28 MRG Submitted lease for consideration.

[Written in red on face]: 8/25/30 TRANS. TO NEW CARD

(Testimony of Charles H. King)

[On back]:

Am't.		
Date	Offered By	Remarks
*4/13/28	MRG	5 yrs. from 4/1/28 @ \$35.00 yr. - Ann (Increase rental to \$50.00 when built) Form A-1 scratched from Grace Ewing et al.
*8/20/30	RM	5 yrs. from 4/1/28 @ \$35.00 yr. - Ann (Inc. to \$50.00 when any sign blt. to be paid in advance & inc. to be prorated for any fraction of a year) Form A-1 (Sale Clause) from Grace, Florence N., Jessie M. & (Mrs.) Ellen Ewing Williams by Grace Ewing. (Non-Community) 3C

*These entries written in red.

DIAGRAM

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 181-A. Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Said Plaintiff's Exhibit 181-B in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PAINTIFF'S EXHIBIT No. 181-B.]

[Crest]

Foster and Kleiser

Company

Renew

CITY S. F. CLASS. Sur LEASE NO. 4333

LOC. Mission & Trumbell SE 67' 2x221

LEGAL SE Mission & Trumbell 67'x221

LOC.

LEGAL

OWNER Grace Ewing et al

ADDRESS 2221 Scott St., S. F.

Am't.

Date	Offered By	Contact Data
8/25/30	EMG	(See Old Card in Trans. File)
*8/20/30	RM	5 yrs. from 4/1/28 @ \$35.00 yr. - Ann (Inc. to \$50.00 when any sign blt. to be paid in advance & inc. to be prorated for any fraction of a year) Form A-1 (Sales Clause) from Grace, Florence N., Jessie M. & (Mrs.) Ellen Ewing Williams by Grace Ewing. (Non- Community) 3C & 1C
3/ 5/31	LWC	Check for space. Hold rental. Up 3/25/31
*3/ 5/31	DMC	Rental paid to 4/1/31.
4/ 2/31	LWC	OK to release rent.
5/ 4/31	EG	Orders issued to Cons. 25' Ill. Post. *Ord. cancelled.

(Testimony of Charles H. King)

- 9/12/31 EG No structures to be blt. on this loc. during period of 12 mos. covered by Sales Contract with Street & Co. covering adjoining wall of bldg. at 4175 Mission St. See lease env.
- 9/21/32 LWC Letter to Street & Co. confirming arrangement made with Mr. Brockelhurst that they pay us \$5. mo. in return for which we will not build adv. structures on this location which would obstruct their wall. (See letter in lease env.)
- 9/27/32 HMA Memo to Accounting Dept. to bill Street & Co. \$5.00 per mo.

Up 3/1/33

[Stamped on face]: CANCELLED Apr 21 1933

*This entry written in red ink.

[On back]:

Am't.

- | Date | Offered | By | Contact Data |
|---------|---------|-----|--|
| 3/23/33 | F | | Miss Ewing will not renew at less than \$60.00 the amt. offered her by Street Ford Co. to keep approach to his wall clear. |
| 3/29/33 | | LWC | Cancel lease and card. |

No. 5673-C. Special Site vs. Foster & Kleiser Plf
 Exhibit No. 181-b. Filed 12/26 1934 R. S. Zimmerman,
 Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

BY MR. GLENSOR:

The office record card refers to Heider. He was never on the property that I know of. Street and Company referred to on the card are Ford automobile agents in San Francisco.

MR. GLENSOR: I offer in evidence a letter from Florence N. Ewing to Special Site Sign Company, dated November 8, 1922, a copy of a letter from Special Site Sign Company to Florence N. Ewing, dated November 22, 1922, and a letter from Florence N. Ewing to Mr. King, dated November 23, 1922, as Plaintiff's Exhibits 181-D, 181-E and 181-F, in evidence, respectively.

MR. CLARK: I object to the introduction in evidence of the two letters from Florence N. Ewing, dated November 8, 1922 and November 23, 1922, respectively, as hearsay and incompetent.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted, and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 159.

Said letters were thereupon received in evidence, read to the jury and marked Plaintiff's Exhibits 181-D, 181-E and 181-F, in evidence, respectively. Said Plaintiff's Exhibit 181-D in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 181-D.]

San Francisco

Nov. 8 - 1922.

2221 Scott St.

Special Site Sign Co:-

Dear Sirs:-

For our property on Mission and Trumbull Streets in San Francisco - Lots 1 and 12 in Block 5869 - we have been offered by another Advertising Company very much more than you have paid. Your lease expires on April 1st of next year.

C H K.

Please let us know whether you care to release it — and at what price. Otherwise we will lease it to them.

Awaiting an early reply,

Very truly yours -

Florence N. Ewing.

(Miss F. N. Ewing).

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 181-D. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 181-E in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT NO. 181-E.]

Nov. 22nd, 1922.

Miss Florence N. Ewing,
No. 2221 Scott St.,
San Francisco,
Calif.

Dear Miss Ewing:—

We have your letter of November 8th in regard to the small Federal sign which we maintain on your property at Mission and Trumble Streets, San Francisco.

As our business relations have been agreeable in the past, it seems to us that you should give us an opportunity to pay what our competitors have offered for the location which we now occupy. It seems only fair to us that since we secured the location from you originally and have lived up to our agreement in every way, that we should not be forced by them to pay more than they themselves are willing to pay.

Kindly give us an opportunity to pay what they have offered for this location.

Thanking you for your kindness in this matter, we are,

Yours very truly,

SPECIAL SITE SIGN COMPANY.

By

General Manager.

CHK:V

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 181 E. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said Plaintiff's Exhibit 181-F in evidence is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 181-F.]

2221 Scott St.

San Francisco - Nov. 23'-22.

My dear Mr. King: -

Your letter of Nov. 22nd in answer to mine of Nov. 8th came one day too late as we signed the lease with Foster and Kleiser Co. yesterday afternoon. I enclosed an addressed stamped envelope asking for an early answer and put off the other firm's agent too many times to wait longer. They are paying \$20 a year in advance for what you paid \$6.

Will you please see that your sign is removed at the expiration of the lease - April 1st of next year.

Very truly yours

Florence N. Ewing.

(Miss F. N. Ewing)

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 181 F. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Witness continuing: We removed the sign from this location ourselves. We had a 10 by 25 foot painted bulletin carrying Federal Tire copy.

Q What was the value of that lease?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain,

(Testimony of Charles H. King)

and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. I object to any testimony on damages with reference to this location on the ground that it is barred by the statute of limitations, and on the further ground that the loss of the lease on this particular location was due to the fault of the plaintiff in that the lessor notified him on November 8, 1922 to make an offer and he did not reply until November 22nd.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 160.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$432.

Witness continuing: We had a sign on the property of T. B. McDaniel on the Chico-Durham Highway.

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

A lease to Special Site Sign Company from McDaniel dated January 4, 1924 and a renewal from McDaniel dated January 11, 1928, and a lease from A. J. Quiggle to Special Site Sign Company dated November 8, 1929 were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibits 182-A, 182-B and 182-C in evidence, respectively. Said Plaintiff's Exhibit 182-A in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 182-A.]

[Crest]

OAKLAND
SPECIAL SITE SIGN CO.
CALIF.

ADVERTISING PRIVILEGE

Memorandum of Agreement, made this 11th day of January 1928 by and between T. B. McDaniel the party of the first part, and SPECIAL SITE SIGN CO., a corporation of California, with principal place of business at 3225 Louise St., Oakland, Calif.

Witnesseth, That for the consideration hereinafter named, to be paid by second party to first party, the said first party hereby grants to said second party the exclusive use of the following described premises, with free access and entrance to and upon same at any and all times during the term hereof: Property owned by T. B. McDaniel, $\frac{1}{2}$ mile South of Chico, at Edgar Slough situated in the City of State of California for a period of five years from January 4, 1929 for the purpose of constructing and maintaining painted, printed, or illuminated signs or devices for advertising purposes, including the placing and maintaining of devices for the illumination of such signs with necessary connections

(Testimony of Charles H. King)

therefor. In consideration of which the party of the second part agrees to pay the party of the first part the sum of Thirty & no/100 (\$30.00) Dollars, payable annually in advance for each year of said term during which said premises are used for said advertising purposes.

This agreement shall continue in force from year to year after the term hereof unless terminated at the end of such term, or any such additional year, upon written notice of either party served not less than thirty days before the end of such term or additional year; provided, however, that if the said property is sold, or the possession thereof required by the first party for the purpose of building upon, or is leased for other than advertising purposes, then this contract shall terminate, and the first party shall refund to the second party the unearned portion of rent paid by the second party, if any, and in this event the second party shall remove all signs and connections upon ten days' written notice from the first party. In the event that the said premises shall be altered or changed in such manner that the advertising value thereof, is destroyed, or impaired, or should the view of such premises become obstructed or the use thereof prevented by law, the second party shall have the right to cancel this agreement and have a refund of the unearned portion of rent already paid, if any.

(Testimony of Charles H. King)

The party of the second part is hereby authorized to remove any and all signs of any other person or corporation on said rented premises, and shall be the owner of and have the right to remove all signs, material, and equipment placed on said premises under this agreement.

It is expressly understood that SPECIAL SITE SIGN CO. is not bound by any stipulations, representations or promises not printed or written on this contract.

Accepted by SPECIAL SITE SIGN CO.

Per Charles H King Jr

Signed T B McDaniel } Owner
 } Tenant
 } Agent

Address Route 3, Box 200-A,
 Chico, Calif.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
 Exhibit No. 182-A Filed 12/26 1934 R. S. Zimmerman,
 Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 182-B in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 182-B.]

Oakland, Cal., 1- 4- , 1924

In Consideration of 30.00 (\$.....) Dollars per year, payable in advance installments yearly, the undersigned, Lessor, hereby leases to SPECIAL SITE SIGN CO., of 308 Twelfth Street, Oakland, California, Lessee, its successors or assigns, the premises (with the privilege of access through and upon same) known and described as follows, to-wit: on my property at Edgar Slough $\frac{1}{2}$ ' mile South of Chico (no small signs in front of our board) for the exclusive erection and maintenance of advertising signboards thereon. Rent to commence when the signboards are erected on said property, and on like terms for the five (5) succeeding years, unless terminated by the Lessor as hereinafter provided, or terminated by the Lessee giving ten (10) days' written notice of termination of this Lease, and removing said signboards from said property.

It is Expressly Agreed, that the Lessor may order the advertising signboards removed at any time by giving the Lessee thirty (30) days' notice in writing, in case the Lessor sells the premises, or improves same by erecting a building on said premises, or leases said premises for other than advertising purposes, and upon consummation of said sale, or improvement thereon, evidenced by passing of Deed or Building Permit, respectively, the Lessor shall re-

(Testimony of Charles H. King)

fund to the Lessee the rent paid in advance pro rata, from the time of the removal of its boards. In case the boards should be removed pursuant to any such notice, and the proposed sale or improvement should not be made forthwith, then the Lessee shall again have the exclusive right to replace its boards on said premises, and this Lease shall continue in force for the term above mentioned.

Should the View of the boards become in any way obstructed, the Lessee may terminate this Lease and the Lessor shall refund to the Lessee the rent paid in advance, pro rata, for the unexpired term above mentioned.

All Boards placed on the premises under this Lease shall remain the property of the Lessee, and may be removed by them at any time.

SPECIAL SITE SIGN CO., Lessee,
By Chas Battin

T B McDaniel
Lessor.
Address Chico

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 182-B Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 182-C in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 182-C.]

[Crest]

OAKLAND
SPECIAL SITE SIGN CO.
CALIF.

ADVERTISING PRIVILEGE

Memorandum of Agreement, made this eighth day of November, 1929 by and between A. J. Quiggle the party of the first part, and SPECIAL SITE SIGN CO., a corporation of California, with principal place of business at 3225 Louise St., Oakland, Calif.

Witnesseth, That for the consideration hereinafter named, to be paid by second party to first party, the said first party hereby grants to said second party the exclusive use of the following described premises, with free access and entrance to and upon same at any and all times during the term hereof: Property owned by A. J. Quiggle, ½ Mile South of Chico, at Edgar Slough situated in the City of State of California for a period of five years from November 8, 1929 for the purpose of constructing and maintaining painted, printed, or illuminated signs or devices for advertising purposes, including the placing and maintaining of devices for the illumination of such signs with necessary connections therefor. In consideration of which the party of the second part agrees to pay the party of the first part the sum of Thirty & no/100ths Dollars, payable annually in

(Testimony of Charles H. King)

advance for each year of said term during which said premises are used for said advertising purposes.

This agreement shall continue in force from year to year after the term hereof unless terminated at the end of such term, or any such additional year, upon written notice of either party served not less than thirty days before the end of such term or additional year; provided, however, that if the said property is sold, or the possession thereof required by the first party for the purpose of building upon, or is leased for other than advertising purposes, then this contract shall terminate, and the first party shall refund to the second party the unearned portion of rent paid by the second party, if any, and in this event the second party shall remove all signs and connections upon ten days' written notice from the first party. In the event that the said premises shall be altered or changed in such manner that the advertising value thereof, is destroyed, or impaired, or should the view of such premises become obstructed or the use thereof prevented by law, the second party shall have the right to cancel this agreement and have a refund of the unearned portion of rent already paid, if any.

The party of the second part is hereby authorized to remove any and all signs of any other person or corporation on said rented premises, and shall be the owner of and have the right to remove all signs, material, and equipment placed on said premises under this agreement.

(Testimony of Charles H. King)

It is expressly understood that SPECIAL SITE SIGN CO. is not bound by any stipulations, representations or promises not printed or written on this contract.

Accepted by SPECIAL SITE SIGN CO.

Per Charles H King Jr

Signed A J Quiggle { Owner
 { Tenant
 { Agent

Address 1023 Main St., Chico, Calif.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
 Exhibit No. 182-C Filed 12/26 1934 R. S. Zimmerman,
 Clerk By Cross Deputy Clerk

Witness continuing: Quiggle purchased the property from McDaniel and we renewed our lease. We built on the property. There were no other signs or structures there at that time, nor were there any when we took our first lease. Nothing whatever was said to me about any other leases on the property. The structures at the north end of the barnyard were Foster & Kleiser's signs. My sign was moved to the rear or north end of the barnyard. Foster's & Kleiser's signs were on the west side of the barnyard. After looking at this letter from Western Auto Supply Company and refreshing my recollection, I find that our sign was removed some time before November 17, 1928. I went up there and found it had been moved back to the back end of the barnyard about 200 feet from where we had erected it originally and that these two Foster & Kleiser boards had been built on the property. That made a very second-rate location out of our sign. Prior to its removal it was what we call a head-on shot. After its removal it was still a head-on

(Testimony of Charles H. King)

shot but there were hay wagons and all sorts of things in front of it and there was a barnyard in the foreground; that does not improve an advertising structure at all. I made an inquiry to ascertain who had moved it but I don't know of my own knowledge who did. Mr. McDaniel was the owner at that time. That was before he sold it to Quiggle. We left our sign there. It was sold under a contract. The people on the contract stayed with us until it was out. They did not place that location again after that. I did not get the same price for it in its present location.

Q What is the value of the Quiggle site?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 161.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$1,104.

Witness continuing: I should say the distance between the northeast curve and the west line of that barnyard property is 200 feet. The barnyard is approximately 200 feet square. When we erected our structure it was about eight or ten feet back of the fence which

(Testimony of Charles H. King)

would be about the same distance from the highway. After our board had been moved to the rear of the barnyard it still faced towards Durham, south. The Foster & Kleiser boards faced east and were parallel with the barnyard fence so that the only view of them was rounding the corner.

The approach was easily as much as 200 feet, probably more, and the barnyard would probably be a trifle more than 200 feet square. I could not say what the distance was from the northeasterly point of the curve to the southeast corner of the barnyard. I never paid much attention to that east end of the barnyard.

BY MR. GLENSOR:

The Foster & Kleiser boards were built parallel with the fence, north and south. Whatever shot they had was people coming up and rounding the curves in automobiles or approaching from the secondary road from the east.

BY MR. CLARK:

The boards were 50 foot painted bulletins. They had, parallel to the west fence, a 50 foot painted bulletin nearest to the highway and at right angles to it, and it had another 50 foot painted bulletin adjoining it. The west fence was a board fence 6 feet high, and the east fence was the same. Foster & Kleiser didn't put their bulletins where ours had been because it was not as good a location.

Two Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibits 182-E and 182-F in evidence,

(Testimony of Charles H. King)

respectively. Said Plaintiff's Exhibit 182-E in evidence is in words and figures as follows, to wit:

[PLAINTIFF'S EXHIBIT NO. 182-E.]

[Crest]

Foster and Kleiser
COMPANY

Roseville-R.B. Hwy RS $\frac{1}{2}$ mi S of Chico city limits
LOCATION ~~Misc. State Hwy~~ S. $\frac{1}{2}$ mi. S. of Chico
585.9

OWNER ~~C. P. Weed~~ T. B. McDaniel

ADDRESS Box 234, Chico, Calif.

AGENT Genl Del.

NUMBER 00772

Sacto

CLASSIFICATION Hwy.

PHONE

Fct of Sec 36 Twp 22 N. R. 1 E

Amt.			
Date	Offered	By	Remarks
9/23/22		BS	5 yrs. from 7/15/19 @ \$25.00 pr. yr. Pay. Ann. By SF 1951
12/15/23		JO	10 yrs from 12/15/23 @ 60.00 per yr.—Ann. "B" (JO) T. B. McDaniel

[Stamped on face of card]:

November 29, 1929 Trans. to new card.

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 182-E Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said Plaintiff's Exhibit 182-F in evidence is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 182-F.]

[Crest]

Foster and Kleiser
Company

CITY Sacto CLASS. Hwy LEASE NO. 772

LOC. Roseville-Red Bluff Hwy RS $\frac{1}{2}$ Mi S of Chico
585.9 City Limits

LEGAL Fct of Sec 36 Twp 22 NR I E

LOC.

LEGAL

OWNER A. J. Quiggle

ADDRESS 1023 Main St. Chico, Calif.

Am't

Date	Offered	By	Contact Data
11/29/29		EC	See old card in trans. file.
*11/16/29		MW	10 Yrs. from 12/15/29 at \$60.00 Yr.—Ann. Form A1 from A. J. Quiggle (Non-community).
7/ 7/31		CET	Take Down and cancel

* This entry written in red ink.

No. 5673-C. Special Site vs. Foster & Kleiser Plf Ex-
hibit No. 182 F. Filed 12/26 1934 R. S. Zimmerman.
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Witness continuing: We had a location at Beresford, California, on the east side of the San Francisco-Los Angeles Highway, 900 feet north of the Beresford Crossing.

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

Witness continuing: I haven't any lease on that property because I assigned it to Foster & Kleiser. We secured a lease on this site and built a 10 by 25 foot bulletin, and subsequent to that Foster & Kleiser erected one or two signs on the property. Mr. Thompson, the general manager of the Foster & Kleiser Company, told me that they wanted to develop the property and if I would assign my lease to Foster & Kleiser they would allow me to stay on the site rent free as long as they had advertising rights on the property.

We were on the property for a while but we did not stay there.

Two letters from Foster & Kleiser Company to Special Site Sign Company dated November 16, 1926 and December 3, 1926 were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibits 183-B and 183-C in evidence, respectively. Said Plaintiff's Exhibit 183-B in evidence is in words and figures as follows, to wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 183-B.]

[Crest]

Foster and Kleiser
COMPANY
ADVERTISING

Eddy Street at Pierce
Telephone Walnut 10

SAN FRANCISCO, CAL.

November 16, 1926

REGISTERED LETTER RE-
TURN RECEIPT REQUESTED

Special Site Sign Company,
308-12th Street,
Oakland, California.

Gentlemen:

You are maintaining your 25x10 advertising panel "Federal Tire" copy on property known and described as the B. C. Murray property on the S.F.-L.A. Highway, EL North of Beresford Station, the advertising privilege of which is under an exclusive lease to us.

In view of the fact that we are desirous of utilizing the space now occupied by your sign for our own purposes, we are requesting that you have your structure removed within ten days from date.

1486

(Testimony of Charles H. King)

Thanking you for your courtesy in giving this matter your immediate attention, we are

Yours very truly,

FOSTER AND KLEISER COMPANY

W. J. Higgins

W. J. Higgins,

Manager Lease Department

VHM/EMG

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 183-B in evid Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 183-C in evidence is in words and figures as follows, to wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 183-C.]

[Crest]

Foster and Kleiser
— COMPANY —
ADVERTISING

Eddy Street at Pierce
Telephone Walnut 10

SAN FRANCISCO, CAL.

December 3, 1926.

REGISTERED LETTER: RE-
TURN RECEIPT REQUESTED

Special Site Sign Company,
308 - 12th Street,
Oakland, California.

RE: B. C. MURRAY PROPERTY SF-LA HWY.
E/L NO. OF BERESFORD STATION.

Gentlemen:

Under date of November 16, we wrote you with reference to the above property on which you are maintaining one of your 25x10 advertising panels with "Federal Tire" copy. We advised you that the advertising privileges of this location is under an exclusive lease to us and has been for some years.

We have not heard from you to this date regarding the location mentioned, and as we are contemplating utilizing

(Testimony of Charles H. King)

the space now occupied by your structure, it will become necessary for us to remove your sign.

We trust that you will see the equity of our action in this matter.

Yours very truly,

FOSTER AND KLEISER COMPANY

W. J. Higgins,

W. J. Higgins

Manager Lease Department.

VHM/PA

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 183-C. Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Witness continuing: Our sign was taken down. I don't know whether it was built out before it was taken down but I received a letter from Heider stating that it was. Heider was a competitor of mine, another independent. I got along all right with him. We had a 10 by 25 Federal Tire bulletin on that property.

Five Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence and marked Plaintiff's Exhibit 183-D in evidence, and are in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 183-D.]

[Crest]

Foster and Kleiser
Company

CITY S.F. CLASS Hwy. R.R. LEASE NO. 4658

LOC. S.F.-L.A. Hwy. LS 900 Beresford Sta Beresford

LEGAL See Lease

LOC.

LEGAL

OWNER Burleigh C. Murray & Burleigh H. Murray

ADDRESS Box 4, San Mateo, Calif.

Date	Am't Offered	By	Contact Data	(Old Card in Transfer File)
*2/11/29		KGH	3 yrs. from 2/1/29	@ \$100.00 yr.—Ann Special Form from B. C. & B. H. Murray. (Non-Community)
5/ 3/29		M	T.D. 1-50x10 Hwy. Bull. Bld. 1 - 12½ x 42 Hwy. Bull. (Pioneer Paper Co.)	
4/30/30		M	T.D. — 1-12½x42 Hwy Bltn (Formerly Pianaci Prop) per memo CWH	2/11/30
8/26/30		M	Order issued T.D. 1-10x50 R.R. Bltn (Blank). 42 Hwy Bultn. (Magic Way) per memo Benson	8/26/30.

(Testimony of Charles H. King)

STRUCTURES REMOVED—
CHECK FOR REBUILD OR
CANCELLATION

Up 9/26/30

- | | | |
|----------|-----|--|
| 9/29/30 | KGH | Work done. No reduction in rental. O.K. to file. |
| 12/20/30 | EG | Ord. Iss. to Ill. 1-12½x42 Hwy. Bltn. per Plant Dept. |
| 1/21/32 | RCB | Or. Iss. T.D. 1-12½x42 Hwy Unill. Blank former Pioneer Paper Co. |
| 1/22/32 | KGH | Murrays wil renrew. Want time to consider reduction on other loc. |
| 2/17/32 | KGH | Left leases with O'Donnell. |
| *2/29/32 | | Class D—No Lease Contact at Least Annually. |
| *3/15/32 | KGH | 2 Yrs. from 2/1/32 @ \$100.00 yr.—Ann Spec. Letter of Permission from B.C. & B. H. Murray (Non-community)—No notarial. |
| 7/29/32 | RB | Or. iss. remove Ill. from 12½x42 Hwy Ill. formerly Russells for Hotel Whitcomb. |

* These entries written in red ink.

[Stamped on face of card]:

3/19/34 TRANS. TO NEW CARD.

(Testimony of Charles H. King)

[On back]:

Date	Amt' Offered	By	Contact Data
7/18/33	LWC	Try for reduction at anniversary. Up 12/15/33	
*2/28/34		"Class D"—No Lease—Contact at Least Annually. Up 7/1/34	
1/ 2/34	KGH	Took up with Mr. John O'Donnell, atty the renewal of above location @ \$25.00 per structure unsold and \$50.00 sold. He will discuss with Murrays and advise.	
*2/27/34	KGH	1 Yr. from 2/1/34 @ \$66.67 yr.— Ann. Spec. Letter Permission from B. C. & B. H. Murray. (Non- Community) 1C	
		*"Class C"—Yr. to Yr. or 1 Yr. Lease—Contact at Least annually. Up 11/1/34	

* These entries written in red ink.

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

(A) S. F.-L.A. Hwy. LS 900' N Beresford Sta. 6
 LOCATION ~~EL~~ Highway from Beresford Station
 North,
 B. H. (B) Beresford $\frac{1}{8}$ M N on LSR
~~C.A. Jury~~ and B.C.Murray,

ADDRESS ~~154~~ 26th Ave.—Box 4, San Mateo, Cal.

AGENT

NUMBER 4658

CLASSIFICATION Highway

PHONE RR

Also RR same lease

Date	Amt. Offered	By	Remarks	TRANSFER FILE
11/ 2/22		RLC	Sec. 2 yrs from 2/1/22 @ 100.00 a yr, form B., no contin. clause (Inc. RR Loc.)	
1/ 7/24			Ownership OK	
2/20/24		M	Bld 50x10 — Sub Union Oil ld	Bull unill M

(Testimony of Charles H. King)

4/20/24	RLC	2 yrs. from 2/1/24 @ \$100.00 yr. ann. form B. (covering not more than four signs)
1/ 5/25		Form letter returned. Ownership verified.
1/ 4/26	HWK	Left A-1 form Murray will mail in
1/15/26	HWK	3 yrs from 2/1/26 @ \$100.00 yr. Ann Special form from B.C. and B.H. Murray
11/15/26	M	Letter to spec. site to remove 25x10 structure.
11/18/26	M	Bld. 12½x42 Hwy. Bull. (Salinas Cafe)
12/ 3/26	M	Letter to Spec. Site to remove.
12/ 6/26	M	Order issued to T.D. Spec. site 25x10.
9/ 6/28	M	T.D. 1-50x12 Sub. Bull. (Blank Bld. 1-12½x42 Hwy. Bull. (Watson Stab.)
*2/11/29	KGH	3 yrs. from 2/1/29 @ \$100.00 yr. —Ann Special Form from B. C. & B. H. Murray. (Non-Community)

* This entry printed in red ink.

[Stamped on face of card]:

SEE NEW CARD MADE UP

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
COMPANYLOCATION EL Highway from Beresford Station
North, 1000' bet. S.P. tracks & St. Hwy

LEGAL

OWNER ~~C. A. Jary~~ & B. C. Murray & B. H. MurrayADDRESS ~~154 26th Ave. S.F.~~ Box 4, San Mateo, Cal.

AGENT

LEASE NO. 4658

CITY

CLASSIFICATION Railroad

PHONE

* Also Hwy—same lease.

	Amt.		
Date	Offered	By	Remarks
11/ 1/22		RLC	Sec. 2 yrs. from 2/1/22 @ \$100.00 form B. no contin. clause (Inc. Hwy Loc.)
4/20/24		RLC	2 yrs. from 2/1/24 @ \$100.00 yr. ann. form B. covering not more than four signs.
1/ 5/25			Form letter returned. Ownership verified.

* This entry written in red ink.

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
COMPANY

LOCATION Beresford—1/8 Mi North on RSRR.

OWNER Mrs. A. Hyne, Belmont, San Mateo Co., Cal.

ADDRESS

AGENT

NUMBER 1022

CLASSIFICATION railroad

PHONE

	Amt.		
Date	Offered	By	Remarks

5 yrs from 4/1/20 @

[Stamped on face of card]:

CANCELLED

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
CompanyCITY S.F.
ASSIGNED TO 6CLASS. Hwy
LEASE NO. 4658

LOC. S.F.-L.A. Hwy. LS 900 N Beresford Sta Beresford
LEGAL See LeaseLOC.
LEGAL

OWNER Burleigh C. & Burleigh H. Murray
ADDRESS Box 4, San Mateo, Calif.

Am't			
Date	Offered	By	Contact Data
3/19/34	HG		(See Old Card in Trans. File)
*2/27/34		KGH	1 Yr. from 2/1/34 @ \$66.67 yr.— Ann. Spec. Letter Permission from B.C. & B. H. Murray. (Non- Community) 1C "Class C"—Yr. to Yr. or 1 Yr. Lease—Contact at Least Annually.
11/ 7/34		KGH	Bring up later. Up 11/1/34 Up 12/15/34

No. 5673-C. Special Site vs. Foster & Kleiser Plf Ex-
hibit No. 183-D. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Q What was the value of the lease?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. I further object to any testimony on damages with reference to this location on the ground that it is barred by the statute of limitations.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 162.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$432.

Witness continuing: We had a location on Mission Street at the corner of School Street.

MR. CLARK: I object to any testimony on damages with reference to this location on the ground that it is barred by the statute of limitations.

THE COURT: Objection overruled.

To which ruling of the court the defendant then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 163.

(Testimony of Charles H. King)

Witness continuing: I was not able to find our lease on that property. I received this letter signed by Mr. E. D. Young, who is now Assistant Branch Manager at Los Angeles. He was then connected with the San Francisco Branch.

The letter referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 184-A in evidence, and is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 184-A.]

[Crest]

Foster and Kleiser
— COMPANY —

OUTDOOR ADVERTISERS

Eddy Street at Pierce
Telephone Walnut 10

SAN FRANCISCO, CAL.
November 1st 1923

Special Site Sign Company,
308 - 12th Street,
Oakland, California.

In Re: NW Cor. School and Mission
ATTENTION OF MR. CHAS. KING, PRESIDENT.
My dear Mr. King:

When the old Federal Tire bulletins were recently taken down, apparently the one at Mission and School streets was overlooked. I recall your telling me among others this would be removed, and if it is agreeable to you we shall be glad to take this structure down and have it stored

(Testimony of Charles H. King)

in our yard subject to your call for which there will be no expense to you.

Yours very truly,

FOSTER AND KLEISER COMPANY

By E. D. Young

Manager, Lease Department

EDY:V

[CHK]

SAN FRANCISCO BRANCH

[On back]:

November 9, 1923.

Foster and Kleiser Co.,
Eddy St. at Pierce,
San Francisco, Calif.

ATTENTION; E. D. YOUNG, Mgr.

Lease Department.

Gentlemen:

In reply to your letter of November 1st in regard to Federal Tire Bulletin at the North west corner of School and Mission Streets, will say if you will remove it for us and take care of it we will pick it up at a more convenient time.

Yours very truly,

SPECIAL SITE SIGN CO.,

BY

GENERAL MANAGER.

CHK-MSM

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 184-a Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: Our bulletin was taken down. As I recall, we picked the bulletin up in Foster & Kleiser's yard. I never remember having any conversation with Mr. Young in which I told him we would take this down. I don't recall ever seeing him. I never talked to him on the telephone and never talked to him about anything that I know of. I don't recall talking with anybody about taking down this bulletin.

Refreshing my recollection from this memorandum, the term of our lease was from April, 1918 to April, 1923. I was just on there year to year after that. I don't know what rental I was paying. We leased the property from a man by the name of Coppa who said he was the owner. He was not in possession. He ran a resort across the street from this property. I never heard from anyone with reference to this property except Foster & Kleiser. Our bulletin was removed in 1923.

BY MR. CLARK:

I don't believe that property ever belonged to the Spring Valley Company.

Two Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibits 184-B and 184-C in evidence, respectively. Said Plaintiff's Exhibit 184-B in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 184-B.]

[Crest]

Foster and Kleiser
COMPANY

Colme w/8

San Mateo Co.

Block 27, Union Park Subdivision,

LOCATION ~~St. Highway S Orange Ave.~~ (except NW
Cor. Mission & School, 100x100)

OWNER Abe Schoenfeld,

ADDRESS ~~719 Market St. 206 16th Ave. 218~~
~~Embarcadero~~ or 712 Bryant

AGENT

NUMBER 1540

CLASSIFICATION Highway

PHONE

Date	Offered	By	Remarks
			5 yrs from 4-1-20 at 240.00 yr. Rec. 40.00 from Del Sarto for rental agricultural priv. from 11/25/21 to 11/25/22.
			Rec. \$35.00 from Del Sarto for rental agricultural priv. from 11/25/23 to 11/25/24

(Testimony of Charles H. King)

- 4/13/24 LK Delivered Check OK.
- 12/18/24 EHD Saw Mr. Edwards who wants agricultural rights left out of next lease.
- 1/20/25 ARJ Mr. E. wants to lease again b t told him we could do so only at a great reduction in rental. Ofd \$7.50 per mo. without agricultur permit & \$12.00 with. Thinks worth more than previous yrs.
- 2/20/25 ARJ Ofd 75.00 per sign min \$150.00, wants 3 bds guaranteed.
- 2/24/25 ARJ Mr. E. says our quotation will be alright but wants to see others interested. 3/15
- 3/27/25 ARJ Mr. E. has gone on vacation, back 4/1. See at either 218 Embarc. or 712 Bryant. 4/15
- 4/ 1/25 ARJ See at either 218 Embarcadero or 712 Bryant.
- 4/20/25 ARJ Saw other bro. of Edwards and have had offer of \$225 for 1 sign from

[Stamped on face of card]:

TRANSFER FILE
SEE NEW CARD MADE UP.

(Testimony of Charles H. King)

[On back]:

Date	Amt. Offered	By	Remarks
			private concern. Does not want to take but will if we cannot come thru.
4/27/25		ARJ	Will only continue @ old rate.
4/30/25		ARJ	Mr. E's Bro. says to be down at 11 o'clock for final discussion.
5/ 2/25		ARJ	Is going to get customer for sub. on school St. offered \$300 per yr. for that
7/24/25		ARJ	Hasn't found man to take another sign will see me in few days.
8/11/25		ARJ	Mail leases for this to Mr. D. H. Edwards c/o Richelieu Hotel, S. F. @ \$240.00 yr.
8/31/25		ARJ	Said he signed for only 1 yr but if I bring back will amke it 10
9/ 2/25		ARJ	Left new leases for E. to sign
9/ 6/25		ARJ	Mr. E. says let ride for few days sister very excitable

(Testimony of Charles H. King)

- | | | |
|----------|-----|---|
| 9/21/25 | ARJ | Mr. E. says will get me lease last of wk |
| 10/ 3/25 | ARJ | 5 yrs from 4/1/25 @ \$240.00 yr. 12/A Form-B from D.H. & M.A. Edwards |
| 11/24/25 | HSP | Edwards reports the 60' upon which we have board will very soon be blt perdict T. D. inside 30 da |
| 1/ 6/26 | KGH | Edwards says not going to build for time being, just let ride until further notice |

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 184-B Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 184-C in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 184-C.]

[Crest]

Foster and Kleiser
COMPANY

CITY S. F. CLASS Hwy RM LEASE NO. 1540

LOC. S. F.-L. A. Hwy. RS Mission & School
NW 100x100

LEGAL Block 27 Union Park Sub. Div.

LOC.

LEGAL

OWNER ~~D. H. & M. A. Edwards Co.~~
D. H. & M. A. Edwards Co.ADDRESS ~~Hotel Dorchester, 1492 Sutter St.~~
238 Market St., S. F.
~~Union League Club, 555 Post St., S. F.~~
~~1040 Van Ness Ave. S. F.~~

Am't

Date Offered By

Contact Data

(Old Card in Transfer File)

10/ 3/25	ARJ	5 yrs. from 4/1/25 @ \$240.00 yr. - 12/A Form "B" from D. H. & M. A. Edwards.
1/ 6/26	KGH	Edwards says not going to build for time being, just let ride until further notice.

(Testimony of Charles H. King)

Date	Am't Offered	By	Contact Data
8/23/32		LWC	Reduce or cancel. 11/1/32.
9/21/32		JFW	Edwards will discuss reduction to \$60.00 with others interested
11/ 8/32		JFW	Edwards to come in office and settle within a few days.
11/29/32		LWC	Letter to Edwards Co. adv. cancelling as of 1/1/33 date to which rental paid. Up 1/1/33
12/20/32		RCB	Ord. iss. T. D. 1-17x60 City Ill. Plt. Imp. L2BA.
3/22/33		JJF	Release of recordation.

[Stamped on back of card]:

CANCELLED
JAN 14 1933

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 184-C. Filed 12/26 1934 R. S. Zimmerman, Clerk
By Cross Deputy Clerk

Witness continuing: We had a location just outside of San Francisco on the San Francisco-Los Angeles Highway, one-tenth mile south of Belli's store, Colma.

A lease to Special Site Sign Company dated April 8, 1923 was thereupon received in evidence and marked Plaintiff's Exhibit 185-A in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 185-A.]

Federal.

Oakland, Cal., April 8, 193

In Consideration of 25.00 receipt hereby acknowledged (\$.....) Dollars per year, payable in advance installments....., the undersigned, Lessor, hereby leases to SPECIAL SITE SIGN CO., of 308 Twelfth Street, Oakland, California, Lessee, its successors or assigns, the premises (with the privilege of access through and upon same) known and described as follows, to-wit: SE Corner my property between Millets and Colma west side San Jose Hiway for the exclusive erection and maintenance of advertising signboards thereon. Rent to commence when signboards are erected on said property, and on like terms for the five (5) succeeding years, unless terminated by the Lessor as hereinafter provided, or terminated by the Lessee giving ten (10) days' written notice of termination of this Lease, and removing said signboards from said property.

It is Expressly Agreed, that the Lessor may order the advertising signboards removed at any time by giving the Lessee thirty (30) days' notice in writing, in case the Lessor sells the premises, or improves same by erecting a building on said premises, or leases said premises for other than advertising purposes, and upon consummation of said sale, or improvement thereon, evidenced by passing of Deed or Building Permit, respectively, the Lessor shall refund to the Lessee the rent paid in advance, pro rata,

(Testimony of Charles H. King)

from the time of the removal of its boards. In case the boards should be removed pursuant to any such notice, and the proposed sale or improvement should not be made forthwith, then the Lessee shall again have the exclusive right to replace its boards on said premises, and this Lease shall continue in force for the term above mentioned.

Should the View of the boards become in any way obstructed, the Lessee may terminate this Lease and the Lessor shall refund to the Lessee the rent paid in advance, pro rata, for the unexpired term above mentioned.

All Boards placed on the premises under this Lease shall remain the property of the Lessee, and may be removed by them at any time.

STAN ORTIZ

Stan Ortiz

Lessor.

Address Colma, Cal

SPECIAL SITE SIGN CO., Lessee,

By Chas Batten

[Written in ink across face]:

Sign Down 4/8/26

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 185-A Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: We never had any trouble with Ortiz over this lease at all.

BY THE COURT:

I don't understand how it happened that Foster & Kleiser had a lease as of April 1, 1920 and we got one as of April 11, 1923. I never knew they had any lease and as far as I recall, Ortiz never knew anything about it. He never mentioned it to me. I never asked to see the lease. There was never any occasion to ask.

Two Foster & Kleiser Company's office record cards covering the property referred to by the witness were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibits 185-B and 185-C in evidence respectively. Said Plaintiff's Exhibit 185-B in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 185-B.]

[Crest]

Foster and Kleiser
COMPANY

LOCATION ~~50' WL Mission Road N. Milletts, Colma~~
50x11

OWNER Stanboes Ortiz

ADDRESS Colma, Calif

AGENT

NUMBER 1195

CLASSIFICATION surface

PHONE

	Amt.		
Date	Offered	By	Remarks
			5 yrs from 4/11/20 @ \$10.00 per yr. Ann.
4/18/24		RLC	Ownership OK. Send check.

(Testimony of Charles H. King)

- 12/16/24 ARJ Mr. O's bro. died & is going to sell. Says will be sold before expiration. 1/15/25
- 1/19/25 ARJ Mr. O. says man who figured to buy has not come thru as yet. Says will expect 25.00 per yr. if he still has property @ expiration. Says all targets are paying 25.00. 2/15
- 2/18/25 ARJ Will probably be sold for nursery soon. 3/15
- 3/17/25 ARJ Has not sold as yet. Says we will have to pay \$25.00. 4/1

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 185-B. Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 185-C in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 185-C.]

[Crest]

Foster and Kleiser
COMPANY

LOCATION S. F.-L. A. Hwy RS 1/10 Mi. S Belli's
Store, (Hwy & A NW)

LEGAL

OWNER Stanboes Ortiz

OR

TENANT

ADDRESS Colma, Calif.

AGENT

LEASE No. 1195

CITY COLMA

CLASS. Sur

PHONE

		Amt.	
Date	Offered	By	Remarks
			Old card in transfer file.
4/11/25		ARJ	10 yrs. from 4/11/25 @ \$25.00 yr. Ann. Form A-1, from Stan- boes Ortiz.
5/13/26		M	Appointment with "O" to discuss competitors board.
			5/25/26 up at once

(Testimony of Charles H. King)

HSP Note: Unsecured card made up
and being followed.

9/17/26 WJH CANCEL NOW SEC. UNDER
#8094. WJH

[Stamped on face of card]: CANCELLED

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 185-C Filed 12/26 1934 R. S. Zimmer-
man, Clerk By Cross Deputy Clerk

Witness continuing: We built a 10x25 painted bulletin, highway type, on the property. It was unilluminated but it was suited for an illuminated de luxe bulletin. This was a head-on location at a curve in the road. There were no structures on the property when we built and I did not know anything about any other advertising leases to other persons. Our board was taken down. I don't know who did it and I can't remember the date. Refreshing my recollection from the notation on the lease, I discovered its loss on April 8, 1926. We had built it in 1923.

BY MR. CLARK:

I did not write this memorandum on the lease, Plaintiff's Exhibit 185-A, "Sign Down 4-8-26". The bookkeeper wrote it.

BY MR. GLENSOR:

I have no independent recollection of when that sign was lost. Whenever I lost a location I either made a notation of it myself on the lease or I had the bookkeeper make the note. That would be Mrs. Montgomery's handwriting.

(Testimony of Charles H. King)

MR. CLARK: I move to strike out all the witness' testimony with respect to the date on which the lease was lost, he having derived that testimony from a memorandum which he now admits he did not write.

THE COURT: Motion denied.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 164.

Witness continuing: We had a location at 38th and Hopkins Streets, Oakland. We leased from a lady by the name of Provensal.

MR. CLARK: That is another location which was first specified in the amended bill of particulars of December 3, 1934.

Witness continuing: I wasn't able to locate our lease. You have found rental checks at five dollars, apparently per annum, from June 5, 1925, paying rent on this property until June 5, 1928. That recalls to my mind the dates and terms of the lease. This site was suitable for two illuminated poster panels. We had built a 4 x 6 painted bulletin on it. Poster panels are not sold individually and we hold these leases until such time as we can make up a showing. That is what we were doing with this site.

Two letters from Foster & Kleiser Company to Special Site Sign Company dated respectively May 1, 1928 and May 2, 1928 were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibits 186-B and 186-C in evidence, respectively. Said Plaintiff's Exhibit 186-B in evidence is in words and figures as follows, to wit:

1516

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 186-B.]

[Letterhead]:

[Crest]

Foster and Kleiser
— COMPANY —
ADVERTISING

22nd and Market Streets
Telephone Lakeside 8760

Oakland, Cal.

May 1st, 1928

Special Site Sign Company,
3225 Louise Street,
Oakland, California.

Gentlemen:

E 38th St. & Hopkins

RE: ~~3225~~ Louise Street—Oakland

This is to advise that we have an exclusive advertising lease covering the above described property. Consequently we are asking you to remove your signs and structures from same within five days from date.

We also understand that the owner had given you notice to vacate a week or ten days ago. Therefore, we request your immediate attention.

Yours very truly,

FOSTER AND KLEISER COMPANY

Grant M Smith N

Grant M. Smith

WAH:NEB

Oakland Branch Manager

[In pencil]: Sign Removed May 3-1928

OAKLAND BRANCH

(Testimony of Charles H. King)

[Envelope]:

[Crest]

Foster and Kleiser
COMPANY

22nd and Market Street
Oakland California

[Cancelled postage stamps.]

REGISTERED No. 65579
RETURN RECEIPT REQUESTED

Special Site Sign Co.,
3225 Louise Street,
Oakland, California.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 186-B Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 186-C in evidence is in words
and figures as follows, to wit:

1518

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 186-C.]

[Letterhead]:

[Crest]

Foster & Kleiser
— COMPANY —

22nd and Market Streets
Telephone Lakeside 8760

Oakland, Cal.

May 2nd, 1928

Special Site Sign Co.,
3225 Louise Street,
Oakland, California

Gentlemen:

RE: Hopkins & Adell Court SE 131x250'

We wrote you yesterday, May 1st, requesting the removal of your structures from a location which was incorrectly described. This letter is to correct the description which should read "Hopinks & Adell Court SE

1

131x250', adjoining 2003 Hopkins.

(Testimony of Charles H. King)

We request that you remove your signs and structures within five days from May 1st, as we have an exclusive advertising lease on this property.

Yours very truly,

FOSTER AND KLEISER COMPANY

Grant M Smith

Grant M. Smith

WAH:NEB

Oakland Branch Manager

OAKLAND BRANCH

No. 5673-C Special Site vs. Foster & Kleiser Plf
Exhibit No. 186-C. Filed 12/26 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Witness continuing: We vacated when we received that letter. Our sign was on the Provensal property, the southeast corner of Hopkins and 38th. We brought our sign into the shop. I didn't ever see a Foster & Kleiser lease. I didn't have any information that they had a lease other than the statements of Mr. Smith contained in these letters. We removed our structures because he claimed to have a lease.

Q Did you have any idea what might happen to your structures if you did not remove them?

A Yes, sir.

(Testimony of Charles H. King)

Q What was it?

A Well, I thought they might disappear.

MR. CLARK: I move to strike out what the witness thought about this matter, if the court please, on the ground it is incompetent.

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 165.

Q BY MR. GLENSOR: What was your value of the Provensal lease?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further ground that there is no foundation laid in that the plaintiff voluntarily removed its structures.

THE COURT: Overruled.

(Testimony of Charles H. King)

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 166.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$1,545.

Witness continuing: That location is on a main arterial, a heavily travelled street; it is a key location.

We were servicing a sign for the American Toll Bridge Company at Galt that was leased from a lady by the name of Myrtle May. A sign-board bearing Oakland-San Francisco Railway was Toll Bridge copy and that was the sign were maintaining there. We built it for the Toll Bridge Company. At the time we built it there was no Sego Milk board. It was put there a year or possibly two years after we built our sign. We maintained all the structures for the American Toll Bridge for a while. We finally lost the account. That Sego Milk board was a Foster & Kleiser board. I know that because there was no one advertising Sego Milk but Foster & Kleiser. I am familiar with their type of structure. We had a sign on Grove Street west line 90 feet south of 27th, on the property of William G. Wilson. 2611 Grove Street is between 26th and 27th Streets on the west side of Grove which is one of the main arterials between Oakland and

(Testimony of Charles H. King)

Berkeley. Our sign was obstructed by a six-sheet target of Foster & Kleiser.

You have shown me a card mounted with two pictures. The lower picture shows the Special Site sign. They are both the same sign. It is a twenty-four sheet. The upper picture shows our sign obstructed by a smaller card. The smaller sign is a six-sheet poster bearing the imprint of Foster & Kleiser. It was built after our twenty-four sheet panel was put up.

(The photographs were thereupon offered and received in evidence and marked Plaintiff's Exhibit 188-A in evidence. A true and correct reproduction of said Plaintiff's Exhibit 188-A in evidence is as follows:

(Photos.)

Two Foster & Kleiser Company's office record cards heretofore marked Exhibits 11-B and 11-C for Identification were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibits 188-B and 188-C in evidence respectively. Said Plaintiff's Exhibit 188-B in evidence is in words and figures as follows, to-wit:

William G. Wilson Property

Showing Location with F & A
Construction



2611 Grove St W/S Bet. 26th & 27th Sts.
OAKLAND

Showing location without construction,



2611 Grove St. W/S Bet 26th - 27th Sts
OAKLAND

No. 5673C. Special Site Sign vs Foster Kleiser
Pltfs. Ex. 188A. FILED 12/26/34 R.S. Zimmerman, Clerk.
By. Cross. Dep. Clerk.



(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 188-B.]

[Crest]

Foster and Kleiser
COMPANY

CCC 2

CITY Oakland CLASS. SUR LEASE NO.

LOC. Grove WL 90' S. 27th 45'
 LEGAL Lots 33 & 34 Map #2 Witcher Tract
 LOC.
 LEGAL
 OWNER WILSON
 ADDRESS 16 Geary St., S. F.

Date	Am't Offered	By	Contact Data
11-18-27		WAH	Wilson leasing for Mulkey Mat-tress target now.
11-24-27	24.-	WAH	Not interested at present. Keep close contact. Spec. Site "hot" after this.
12-10-27	24.-	WAH	Wants call after Jan. 1, 1928. Promises to deal with F & K only. Believes we can have then. Start-ing to wreck old frame work which now obstructs space which we pro-pose to use. Up 1-1-28
1-14-28	24.-	WAH	Requests call in about 30-60 days 2-15-28

(Testimony of Charles H. King)

3- 6-28 24.- WH More money would secure this.
Good progress. Up 3-20-28

4-12-28 24.- WAH Mulkey - Mattress lease expired
5/1. Ready to do business but
wants much more money. Going
to get offer from Spec. Site &
Coast.

4-19-28 48.- WAH Wants to wait until 5-1-28 before
leasing.

4-26-28 48.- WAH Says he has much better offer
from another Co. & intends leas-
ing to them if they will pay 6 mos.
in advance.

4-28-28 48.00 WAH Says we have made our offer. It
must stand. Will not "bid" one
Co. against another. Special Site
are willing to pay considerably
more.

5- 1-28 48.00^vWAH Leased Special Site-five year lease.

[Written on face]: Transferred

[Stamped on face]: CANCELLED EXTRA TIGHT

No. 5673-C Special Site vs. Foster & Kleiser Plf.
Exhibit No. 11-C for ident Filed 12/11 1934. R. S.
Zimmerman, Clerk By Cross Deputy Clerk

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 188-B Filed 12/26 1934 R. S. Zimmer-
man, Clerk By Cross Deputy Clerk

Said Plaintiff's Exhibit 188-C in evidence is in words
and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 188-C.]

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland
CLASS. SUR
LEASE NO.

LOC. Grove WL 90 S 27th 45'
LEGAL Lots 33-34 Map #2, Witcher Tract
LOC.
LEGAL

OWNER W. G. WILSON
ADDRESS 16 Geary St. S. F.

B4

2TA 1TA

Am't

Date Offered By

			Under lease to Special Site 5 yrs from 4-28-28 @ S/A
5-	1-28	48.00 WAH	Leased to Special Site today. Refuses to tell rental considera- tion.
2-	7-29	WAH	King has never built.
7-	2-29	WAH	Wilson out of town for 2 weeks. Up 7-20-29

(Testimony of Charles H. King)

- 7-24-29 WAH Letter out to S. F. requesting contact to obtain info.
- 8- 9-29 WAH Another letter to S. F. advising Wilson's address. Up 9-5-29
- 8-24-29 WAH S. F. advises Wilson rec'd another rental check in July for \$12.00 Unable to ascertain period which same covers. S. S. S. have illum. panel here now. Just built within past 30 days adv. Capwell-Sullivan & Furth.
- 11- 6-29 WAH Panel "dead" at present. Nothing new to be learned. S. S. S. still leasing on same basis. All O. K. Up 1-10-30
- 2- 4-30 WAH Nothing new here; let ride. Up 2-20-30
- 2-24-30 WAH Letter to S. F. requesting report on this. Up 3-25-30
- 3- 8-30 WAH S. F. reports "Wilson out of Oakland for awhile but may be seen in Oak. at residence in month or so. Up 4-10-30
- 5-13-30 RGB Wilson's lease with S.S.S. Co. still in force; now posted to "Camels" Up 7-28-30
- 8-13-30 RGB Same situation. Up 11-1-30

(Testimony of Charles H. King)

[On back]:

Date	Am't Offered	By	Contact Data
11-12-30		WAH	Conditions unchanged. Up 1-25-31
1-27-31		WAH	Panel still here; lease in full force. Up 4-10-31
4-22-31		RGB	Same owner; same conditions. Up 7-7-31
7-20-31		WAH	O. K. to pass contact. Up 10-5-31
12- 7-31		RNC	S.S.S. still operating here. Up 3-25-32
3- 1-32		RNC	Rental coming in O K on this. Up 5-14-32
5-25-32		RNC	Panel still here. Same owner. Up 11-12-32
12- 1-32		WAH	Check at later date
6-18-34		WAH	Situation unchanged. Check at later date. Up 12-10-34

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 11-B for ident Filed 12/11 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 188-C Filed 12/26 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Witness continuing: The Wilson referred to on the card was the owner of the property and the Milkey Mattress sign belonged to us.

Q How long did that target sign that is blocking out your 24-sheet remain up?

A Well, I don't recall the duration.

Q Well, is it up now?

A No, sir.

Q It was removed?

A It was removed after the James decree.

MR. CLARK: Now, if the court please, we especially assign that as deliberate and intentional misconduct on the part of the plaintiff himself, and also on the part of counsel for the plaintiff, and we ask that the jury be directed to disregard it.

THE COURT: Yes, the jury is directed to disregard any reference to the James decree.

Mr. Glensor thereupon offered, and there was received in evidence, 30 office record cards of Foster and Kleiser Company which were marked collectively as Plaintiff's Exhibit 189 in evidence. One of said cards was then, by agreement of counsel, withdrawn.

(Witness continuing): These cards (referring to the cards constituting Plaintiff's Exhibit 189 in evidence), all pertain to locations upon which Special Site Sign Company at one time had leases, and which had been lost by Special Site Sign Company.

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 189.]

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS SUR LEASE NO.

LOC. Foothill & 40th SE 52x70

LEGAL Block C, Por lots 7 & 8—Blvd. Villa Tract

LOC.

LEGAL

OWNER JOS. HOLDENER

ADDRESS 1922 - 38th Ave. Oakland, Calif.

(Trin 3366—Leonard F. Meilheim Co.
6225 E 14th St. Oakland)

Am't

Date Offered By Contact Data ~~B4~~ B3 4TAUnder lease to Special Site Sign
Co. 10 yrs from 7-1-27 @ \$25.00
yr Ann.

7-25-27

WAH

Mrs. H. offered above information.
Said she was sorry we had not
called sooner as she is now leasing
E 14th & 67th NW to F & K. Can-
not tell whether Illum. or Unill.
as yet.

(Testimony of Charles H. King)

- 10- 3-28 WAH Mrs. Holdene very friendly. Leases location to F & K too. Advises S.S.S. pay rent regularly. Have 10 yr lease. Well satisfied.
Up 2-1-29
- 2- 6-29 WAH Mrs. Holdene advises S.S.S. paying O.K. No reason to be at all dissatisfied. Up 7-20-29
- 7-20-29 WAH OK to pass. Up 11-5-29
- 11- 2-29 JHB 2 panels of Unill. B.P. on property. Mrs. Holdener advises rental coming in O. K. Up 1-10-30
- 4-19-30 JHB Mrs. H. says rental coming in O. K. Up 10-1-30
- 11-26-30 JHB Rental O.K. Up 4-1-31
- 4- 9-31 WAH Present situation here unchanged. Up 10-1-31
- 10-10-31 WAH O. K. to pass contact. Up 8-1-32
- 9- 1-32 WAH Check at later date.
- 6-20-33 WAH Rumored that Milheim Oil Co to build station here. Up 9-1-33
- 9- 8-33 13 WAH Structures removed to make way for erection of gas station (over)
816-106-#1

(Testimony of Charles H. King)

[On back]:

Date	Am't Offered	By	Contact Data
			by Milheim Oil Company. Check at later date. Up 2-20-34
2-23-34		WAH	Gas station deal fallen through. Contact at later date.

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS. SUR LEASE NO. 3067

LOC. San Pablo WL 146' N 55th St 80'

LEGAL Lot 4 & 5, Block 1, Behlow Tract

LOC.

LEGAL

OWNER F. R. DRINKHOUSE

ADDRESS 220 Alma Street, San Francisco

Date	Am't Offered	By	Contact Data
8-12-27		WAH	10 yrs from 8-12-27 @ 24.00 yr S/A Form A-1 from F. R. Drinkhouse (non-community.)

(Testimony of Charles H. King)

- 12- 4-28 WAH S.S.S. building small paint target here.
- 12- 5-28 WAH Contacted Drinkhouse who claims to know nothing about this. Says he and partner, Jacob Mintz, could not get along, so they dissolved and divided this 80' frontage, Mintz taking the So. 40' upon which the "Spec. Site" are now bldg. Advises Mintz can be seen at cor. San Pablo and 27th Sts.
- 12- 6-28 WAH Cannot locate Mintz as per Drinkhouse's instructions.
- 12- 6-28 WAH Found Mrs. Mintz at 2631 San Pablo Ave. She advises they signed Special Site lease @ \$25.00 yr. last Saturday. Claims they did not know Drinkhouse had leased to us. See husband Saturday, 12:30 P.M.
- 12- 8-28 WAH Long talk with Mintz and wife in effort to make them see our position. They claim Spec. Site should stay on prop. as nothing was known about our former lease signed by Drinkhouse.
- 12-10-28 HHW Letter to Spl. Site advising to remove and advising of our lease.
- 12-13-28 HHW Reply from Spl. Site advising their lease good (explanation in letter)

(Testimony of Charles H. King)

12-26-28 HHW Matter referred to Mr. Hughes who wrote Mr. Thompson, S.F. Office

 HHW Legal opinion received from Mr. Williams stating Spl. Site Co. lease is OK.

[On back]:

Am't

Date	Offered	By	Contact	Data
1-18-29	HHW	Note to Mr. Hughes who will again take up with Mr. Thompson		
1-30-29	HHW	Awaiting further advice from Mr. Thompson, Gen. Office, follow Mr. Hughes		Up 2-20-29
2-20-29	HHW	No further word from Mr. Thompson.		Up 3-20-29
3-20-29	HHW	Bring up		Up 6-20-29
7- 2-29	WAH	G.A.H. advises to pass contact for present.		

(Testimony of Charles H. King)

- 8- 9-29 WAH Letter to Drinkhouse advising we wish to allow his two Up 10-1-29
rental checks now due on lease #2157 & 2156 amounting to \$32.00 to apply on \$34.00 rental adjustment due on this. Up 8-20-29
- 8-20-29 WAH Letter from Drinkhouse refusing to agree to our suggestion contained in our letter of 8-12-29
- 9- 6-29 WAH Checks covering 2 other locations and another letter sent to Drinkhouse today. Up 9-18-29
- 10-12-29 WAH Another letter enclosing refund bill; see lease env. Up 11-18-29
- 10-12-29 CANCEL O.K. WAH WAH
Up 11-15-29 H

[Stamped on face of card]:

CANCELLED

STRUCTURES REMOVED—CHECK FOR
REBUILD OR CANCELLATIONS

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS. SUR LEASE NO.

 LOC. San Pablo WL 146 N 55th 40
 LEGAL Lot 4 Block 1 Behlow Tract
 LOC.
 LEGAL

OWNER JACOB MINTZ
SANTI CASAVESHIAADDRESS ~~2637~~ San Pablo Ave.

Am't

Date	Offered	By	Contact Data	B 4 B3	ITA
------	---------	----	--------------	-------------------	-----

Formerly under lease No. 3067—
 10 Yrs from 8-12-27 at \$24.00 Yr.
 S/A Form A1 from F. R. Drink-
 house, (Non-community)

2-	3-30	WAH	Now under lease to S.S.S. Co.— 5 Yrs. from 12/2/28 at \$25.00 Yr. Ann From Jacob Mintz.—1 Unill. B.P. 12x25	Up 4-20-30	
----	------	-----	--	------------	--

(Testimony of Charles H. King)

[On back]:

	Am't		Contact Data
Date	Offered	By	Contact Data
12-19-32	NEB	Thos Bros report sale of property from Rose Mintz to Santi Casavesshia	
12-27-32	WAH	Property to be improved soon. Up 3-1-33	
2-28-33	WAH	Special Site panel removed. Owner contemplates erection of building here shortly. Up 6-1-33 Up 9-15-33 Up 11-29-33	
12- 8-33	WAH	Panel would have only short approach. Undesirable. Up 5-15-34	
5-21-34	WAH	Property under present conditions undesirable. Up 10-1-34	
10- 8-34	RNC	Flat panel only could be erected here. See later. Up 1-1-35	

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS HWY LEASE NO.

LOC. Foothill Blvd & Ivy SW

LEGAL

LOC.

LEGAL

OWNER MR. SHEPARD

ADDRESS P.G & E Office

Am't					
Date	Offered	By	Contact Data	B2	4TA
			Under lease to Special Site Sign Co. yr to yr @ \$25.--		
7-29-24	15-	WAH	Mr. Shepard will let us know.		
10- 1-24		WAH	Do not want location; tree kills view.		
6- 9-26		LG	Renewed lease with King.		
12- 1-26		LG	No progress. Rented to S.S.S.Co.		
5- 3-28		LG	Have good lease.	Up	11-20-29
12-12-29		RW	Location very poor.	Up	3-10-30
4-14-30		RW	Not suitable for paint	Up	10-10-30
10-14-30		RW	Situation same. Tree obstructs view.		Up 2-10-31

(Testimony of Charles H. King)

2-21-31	RW	Undesirable.	Up 9-20-31
11/ 3/31	RW	Trees removed. Still under lease to S.S.S.Co.	Up 2-25-32
4-15-32	RW	Structure still on property.	Up 8-20-32
9- 1-32	WAH	Check at later date.	
6-30-33	WAH	Structures removed. CANCEL	WAH

[Stamped on face of card]:

CANCELLED

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS SUR LEASE NO.
 LOC. E 14th NL 84' E 54th 36'
 LEGAL
 LOC.
 LEGAL

OWNER V. N. SMITH
 ADDRESS 5034 E 14th Street, Oakland

Date	Am't Offered	By	Contact Data	B4	3TA
------	--------------	----	--------------	----	-----

Under lease to Special Site S.Co. 5
 yrs from 3-1-28 @ \$60.00 yr
 12/A

(Testimony of Charles H. King)

- 4-28-28 JHB Originally rented to Oakland Display Co. who after holding a month or so requested of Smith permission to turn over to S.S.S.Co. Friendly contact with Smith from whom we lease E 14th & 54th NE —E 14th & 66th.
- 4-29-29 WAH H.H.W. & myself—Long contact with Smith who advises no changes here. Rental being paid as per agreement and everyone concerned is satisfied. Up 7-20-29
- 7-26-29 JHB Smith says no change. Above term of lease O.K. Rental O.K.
Up 10-15-29
- 12-15-29 JHB No change in above information.
Up 12-28-29
- 1- 2-30 JHB Rental being paid O.K. Up 3-15-30
- 3-28-30 JHB Smith's tenant endeavoring to have board removed as it blocks his vegetable market Up 6-15-30
- 6-16-30 JHB Rent is O.K. New tenant in corner. Does not object to board.
Up 9-10-30
- 9-16-30 JHB Rental O.K. No change in this situation. Up 11-16-30
- 11-18-30 JHB Smith advises rental O.K.
Up 1-18-31
- 2-18-31 12 JHB Rental O.K. Up 5-1-31

[Stamped on face of card]:

CANCELLED

(Testimony of Charles H. King)

[On back]:

Am't			
Date	Offered	By	Contact Data
4-16-31	RNC		Smith advises everything satisfactory here. Up 6-20-31
7-29-31	WAH		O. K. to pass contact. Up 2-25-32
2-29-32	RNC		V. N. Smith has erected building on entire space. Cancel (W.A.H.) WAH

[Stamped on face of card]:

CANCELLED

Removed from Sheet 15 on May 30-1931

[Crest]

Foster and Kleiser
Company

CITY Oakland & Berkeley

CLASS. SUR

LEASE NO. 2947

LOC. San Pablo WL 40' N. 67th 170'

LEGAL Por. Lot 1 & 2 Oakland Lot 60 por. 1 & 59
Berkeley—Tract Villa Homestead Ass'n

LOC.

LEGAL

OWNER A. F. WILSON

ADDRESS c/o Hammond & Dean, 464-19th St., Oakland

(Testimony of Charles H. King)

Am't		
Date Offered	By	Contact Data
4-20-27	EAD	10 yrs. from 5-1-27 @ \$75.00 yr. S/A Form A-1 from W. Hammond (non-community)
11- 4-27	RB	Property reported sold by Wm. Hammond, Hammond & Dean.
11- 8-27	ED	Property sold to Mrs. Wm. O'Neill
12- 1-27	ED	Mr. O'Neill said to call.
12-19-27	ED	Going to build in 30 days. Up 1-15-28
1- 9-28	ED	Deal on for bldg. Up 2-29-28
Feb - - 1928		"Class D"—No Lease—Contact At Least Annually
3-10-28	ED	Wants \$100.00 yr.
3-20-28	HHW	Cancel and make unsecured. STRUCTURES REMOVED — CHECK FOR REBUILD OR CANCELLATION Up 5-20-28 [HHW EMS]

[Stamped on face of card]:

CANCELLED

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland and Berkeley CLASS SUR LEASE NO.

LOC. San Pablo WL 40' N. 67th 170'

LEGAL Por. L 1 & 2 Oakland Lot 60 por. 1 & 59
Berkeley Villa Homestead Assn. Tract

LOC.

LEGAL

OWNER ~~MRS. WM. O'NEILL~~
AMERICAN TRUST COMPANY,

ADDRESS ~~1082~~ 57th St.
First Berkeley Branch, Berkeley, Calif.

Date	Am't	By	Contact Data	B ₃	B ₄	B ₃	B ₄
				B3			4TA
3-24-28		RB	Formerly under lease No. 2947— 10 yrs. from 5-1-27 @ \$75.00 yr. S/A				Up 4-15-28
5- 5-28	75.-	JHB	Mrs. O'Neill says to see Bill Ham- mond. Anything he does is O.K. with her.				
5-10-28		ED	Bill Hammond will see Mrs. O'Neil.				Up 5-15-28

(Testimony of Charles H. King)

5-16-28	ED	Hammond wants \$150.- yr. Up 6-15-28
6-14-18	ED	Wants \$100.00 a year. Up 7-15-28
7-25-28	ED	Wants \$100.00 a year. Up 8-30-28
9- 7-28	ED	“ “ “ Up 10-5-28
10- 8-28	ED	“ Up 12-15-28
12-18-28	ED	“ Up 3-1-29
3- 4-29	ED	Wants \$100.00 a year. Up 6-1-29
6- 3-29	ED	Mrs. O'Neill wants \$100.00 a yr. Up 6-30-29
7-22-29	WAH	Do not want at present. Up 11-20-29
12- 1-29	WAH	O.K. Pass contact. Up 5-10-30
12-21-29	RGB	Secured by Spec. Site S. Co. all of lots 1 & 2 Oakland and Lots 59 & 60 Berkeley in Block 1514 Villa Homestead Tract, including 250' for a period of 10 yrs. from 12-21-29 at \$65.00 Yr. from Mrs. W. O'Neill, owner. Up 2-15-30

(Testimony of Charles H. King)

[On back]:

Date	Am't Offered	By	Contact Data
1-31-30	RGB	12½x47	Unill City Bull. adv. Pet Milk just completed. Up 6-15-30
6-16-30	RGB		Still under lease to S.S.S. Co.— same owner. Up 1-10-31
1-17-31	RGB		Same owner; no change. Up 6-15-31
6-20-31	WAH		Same situation. Up 11-1-31
11-20-31	WAH		O. K. to pass contact Up 5-1-32
5-19-32	WAH		Check at later date.
2- 8-33	EAD		Special Site Sign Co have removed structure. Check at later date.
2-28-33	EAD		Special Site Sign have erected two Unillum panels of posting. Up 6-1-33
6-20-33	WAH		Check at later date.
12-31-33	WAH		S. S. S. have removed panels. Check later. Up 3-1-34
3- 9-34	WAH		Check at later date

1546

(Testimony of Charles H. King)

% \$

[Crest]

Foster and Kleiser
COMPANY

EL 54th to 55th ~~200.25x115x112~~ 200.25x115x112
LOCATION San Pablo & 5th N. E. ~~120x111x100'~~

LEGAL ~~Blk 1105~~ Lots 1-2-3-4-5 Gaskill Tract A-1185

OWNER J. McDONALD EARL A. McDONALD
YEE SHEW LUNG

ADDRESS ~~5728~~ San Pablo Ave., Oakland, 272-7th St.

AGENT

LEASE NO. 2230

CITY Oakland

CLASSIFICATION SUR & 6 SH

PHONE

Amt.				
Date	Offered	By	Remarks	
6- 1-25		ED	Property sold	Up 7-1-25
6-30-25		Ed	Deal is not closed	Up 8-1-25
8- 6-25		ED	Said to call	Up 8-30-25
8-28-25		ED	Property sold.	Up 9-20-25
9-21-25		ED	Said to call.	Up 10-15-25
10-13-25		ED	"	Up 10-20-25
10-19-25		ED	Deal on for gas station.	Up 11-30-25
12- 3-25		ED	Said to call.	Up 12-20-25

(Testimony of Charles H. King)

12-21-25 ED Deal on for gas station.
Up 2-10-26

1-16-26 ED 10 yrs. from 1-18-26 @ \$120.00
yr. 12/A Form A-1 from Earl A.
MacDonald

12-14-26 EAD 10 yrs. from 12-1-26 @ \$240.00
yr. 12/A Form A-1 from Yee
Shew Lung

10-28-30 NEB Thos Bros report property sold to
Chin Hong.

11- 1-30 WAH Property sold. Endeavoring to
contact new owner. Cancel check
paying for 11-1-30 to 12-1-30.
HOLD RENTAL.

11-26-30 WAH Contacted Yee Shew Lung - C. L.
Mow - May S. Chan - all related
and have separately and at differ-
ent times endorsed our monthly
rental checks. No change in own-
ership. Continue sending rent to

[On back]:

Amt.		
Date	Offered	By
		Remarks
		Yee Shew Lung. Send all due.
[Written in red]:		Trans to new card 2-15-32 NEB. Up 2-20-31
2-24-31	WAH	Continue on same basis - owner- ship O. K.

(Testimony of Charles H. King)

- 7-10-31 WAH J. Allen, atty. rep. owner, will submit for rental reduction to \$144.00 yr. HOLD RENT. Up 7-20-31
- 7-25-31 WAH Letter to Allen req. agreements be signed during current month, if possible. Up 8-8-31
- 8-10-31 WAH Allen making progress in securing new lease at reduced rent. However, there seems to be a misunderstanding over past rental payments. Continue to hold rent. Up 8-20-31
- 9-11-31 WAH Property now in escrow pending trade deal. Hold Rental. Up 9-26-31
- 9-16-31 NEB Thos Bros report sale of property to Chew Dittze. Portion of lots 1 and 2 and all of 3 are specified, but lots 4 and 5 are not mentioned in this notice.
- 9-18-31 WAH Attorney Allen advises deal not completely closed. HOLD RENTAL. Up 9-27-31
- 10- 5-31 WAH J. Allen advises deal only partially complete. Entirely new ownership to take effect during current month. Hold Rental. Up 11-1-31

(Testimony of Charles H. King)

- 11- 6-31 WAH Atty. Allen advises sale and trade deals still pending. Hold Rental.^v
Up 12-10-31
- 12-24-31 WAH John Allen advises prop. still involved in trade deal. Continue holding rent Up 1-20-32
- 1-26-32 WAH Lease being sent to Atty Allen accompanied by rental check for \$96.00 paying rent from 6-1-31 to 2-1-32 @ \$144.00 yr. for account of CHEW DITTZE, new owner.
Up 2-10-32

[Written in red]: Trans to new card 2-15-32 NEB.

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS. SUR LEASE NO.

LOC. Grove & 37th SE - N Wall

LEGAL

LOC.

LEGAL

OWNER HELEN S. MEYER

ADDRESS 3666 Grove St. Oakland

Am't

Date Offered By Contact Data B~~3~~ B3 ITAUnder lease to Special Site Sign
Co. 1 yr from 10-27-27 @ \$96.00
12/A

(Testimony of Charles H. King)

- 11-9 -27 HHW Contact with Mrs. Meyers and her stepson. This leased to S. S. S. Co. about 10-25-27 @ \$96.00 yr 12/A for one year. Mrs. Meyer reserved about 14' on corner for window for tenant. Is related to "Farnum" of the Coast Adv. Co.
- 3-16-28 HHW S. S. S. have added additional panel.
- 3-26-29 HHW Lease recorded by King 12-24-27. Calls for 1 yr from 10-27-27 and for 5 succeeding periods.
Up 5-15-29
- 6-18-29 JHB Tenant of store moving out acct. bldg being blt across street which will block rear panel. No further info. Mrs. Meyer says rental being paid regularly.
Up 9-1-29
- 9-18-29 JHB 1-24 Sh panel removed from wall & rental cut from 8.- per month to 4.- per month. Other than this everything the same. Rental coming in O. K. Up 12-1-30
- 12- 4-29 JHB Rental O. K. Mrs. Meyer satisfied.
Up 2-20-30

(Testimony of Charles H. King)

2-24-30 WAH A. D. Harrington, Calremont Pines, Inc. Pied. 1038 called at office advising a syndicate which he represents purchased this prop. from Mrs. Meyer approx. 5 mos. ago. Req. we submit our proposition and claims Spec. Site are
over

	Am't		
Date	Offered	By	Contact Data
			endeavoring to renew lease on basis of 2 Illum. poster panels; made our offer of \$120.00 yr. which he agrees to accept. Will call this evening.
3- 4-30	120.-	WAH	Herrington advises their atty. Breed in First Nat'l Bldg. will serve formal notice on S. S. S. to vacate, as they do not care to renew with S. S. S. Up 3-20-30
4-22-30		WAH	Herrington advises S. S. S. will not sign release - having considerable trouble over same. Up 6-22-30
6-12-30		WAH	S. S. S. have signed release and now on month to month basis until sale now pending is closed. Up 7-10-30
7-19-30		WAH	Harrington called at office. Advises Special Site on month to

(Testimony of Charles H. King)

- month basis; No lease; with understanding they are to vacate upon 10 days' notice. Still desires to make some deal with us and will call again when President of his Company returns from L. A. Up 8-15-30
- 8-20-30 WAH Hopper still in L. A. Progress slow at present. Up 10-11-30
- 9-11-30 WAH Harrington advises for time being at least, no adv. structures will again be placed on the wall. S. S. S. Co. have taken down as their lease was officially cancelled several months ago. Change Grading to B-3. Up 10-1-30
- 10-22-30 WAH Harrington advises sale now pending. Mr. Hooper, President of his Company, will not consider our proposition at this time. Up 12-24-30
- 12-29-30 WAH Same situation. No progress. Up 3-10-31
- 3-10-31 WAH Deal still pending for sale. Up 5-10-31
- 5-11-31 WAH Changed conditions make it difficult to build and inadvisable for our use. CANCEL W. A. H. [Written in red pencil]: W A H
- [Stamped on face]: CANCELLED

(Testimony of Charles H. King)

\$

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS. SUR LEASE NO. 2230

LOC. San Pablo EL 54th to 55th 200x115x112

LEGAL Lots 3, 4, and 5 and the Westerly 94' of lots 1
& 2, Block A in Map of Parsons

LOC. Golden Gate Tract

OWNER ~~CHEW DIT TZE~~
GERDON LAND COMPANY

ADDRESS ~~C/o John J. Allen, Jr., 902 Syndicate
Bldg., Oakland~~
905 Syndicate Bldg., Oakland

	Am't		
Date	Offered	By	Contact Data
2-15-32		NEB	See old card in trans. file.
*2-15-32		WAH	10 yrs from 6-1-31 @ \$144.00 yr 12/A Form A-1 (Sale & O. T. A. Clause) from Chew Dit Tze, owner (non-community) 5-C
*11-1-32		WAH	10 yrs from 11-1-32 @ \$144.00 yr 12/A Form A-1 (Sale & O. T. A. Clause) from the Gerdon Land Co. by Donald C Allen, Secretary 6-C

(Testimony of Charles H. King)

- 12-14-32 WAH Letter outlining new rental arrangement dictated today to be mailed with check for 3 months' rent in advance on Jan. 1st, 1933 Reduce rental to \$72.00 4/Ann effec 1-1-33. This suggested by John J Allen atty for owner.
- *1- 1-33 NEB Rental reduced to \$72.00 yr 4/Ann
- 4-30-33 WAH Letter from Allen returning last two rental checks and advising owner will grant 33-1/3% reduction only. Records changed accordingly. *Rental \$96.00 yr 4/Ann
- 5-28-34 WAH May be necessary to increase this rental due to addition of two new style Illum. panels. See nearer next rental payment date.
- Up 6-27-34
- 7-13-34 WAH Subordination of Lease Agreement signed by Mr. Hughes making our lease subject to new Deed of Trust covering this property. No change in title.

*These entries written in red.

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS HWY LEASE NO.

LOC. San Pablo & San Diego NW 50.50x101.01

LEGAL Lots 12 & 13, Block 104, Rancho San Pablo

LOC.

LEGAL

OWNER JAS. TAYLOR

ADDRESS Woodland, Calif.

Date	Am't Offered	By	Contact Data	B2	4TA
			Under lease to Special Site Sign Co. from 2-1-30 @ \$20.00 yr.		
11- 6-28		RW	Get ownership in El Cerrito.		Up 2-12-29
5-31-29		RW	Letter to Sacramento office re- questing contact.		Up 6-25-29
6- 6-29		RW	Letter from Sac. promising to contact.		
6-14-29		RW	Letter " " giving rental date and amount. (Submit offer on expiration.)		Up 11-15-29

1556

(Testimony of Charles H. King)

1-13-30	RW	Lease expires 2-1-1931. Bring up. Up 11-20-30
4-18-31	RW	Structure still on location absolutely worthless acc't numerous obstructions. Up 10-20-31
12-19-31	RW	Condition unchanged.
6-30-33	WAH	Structures removed. CANCEL. [Written in ink]: W A H [Stamped on face]: CANCELLED

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS HWY LEASE NO.

LOC. Alvarado Hwy LS .5 Mi N Alvarado

LEGAL

LOC.

LEGAL

OWNER A. MATTOS (Tenant)

ADDRESS Alvarado (on location)

	Am't				
Date	Offered	By	Contact Data	B2	4TA

Under lease to Special Site Sign
Co. @ \$20.00 yr.

4- 9-28	LG	Space only fair. No progress
---------	----	------------------------------

(Testimony of Charles H. King)

- 10- 2-28 LG Mattos says getting rent about
March or April 15th. First year
up 1929.
- 11- 3-28 LG Could not give payment dates.
Thought it was in August.
Up 5-15-29
- 7- 8-29 RW Mattos says rental paid promptly.
Not sure of length of lease.
Up 9-25-29
- 9-24-29 RW Mattos says no change in situation.
Up 1-30-30
- 2-28-30 RW Rent pd. S. S. S. has good lease.
Up 8-20-30
- 8-25-30 RW Condition same.
Up 4-10-31
- 4-27-31 RW S. S. S. lease still holds.
Up 10-20-31
- 12- 4-31 RW Condition unchanged.
Up 6-1-32
- 6- 1-32 WAH O. K. to pass contact.
Up 10-1-32
- 10-18-32 WAH Check at later date.
- 3-31-34 EAD Structure removed. Cancel card.

[Stamped on face]: CANCELLED

1558

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS. HWY LEASE NO.

LOC. Alvarado Hwy RS 50' W Main St. Irvington

LEGAL

LOC.

LEGAL

OWNER C. N. HIRSCH ADDRESS Irvington

Am't

Date Offered By Contact Data B2 4TA

6-15-31

Under lease to Special Site Sign
Co. 1-10x20 Unill Hwy.

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS HWY LEASE NO.

~~COPY~~

LOC. San Pablo RS 6/10 Mi S Main St. (Rodeo)

LEGAL

LOC.

LEGAL

OWNER MARTIN ADDRESS Premises

Date	Am't Offered	By	Contact Data	B2	4TA
			Under lease to Special Site Sign Co.		
11- 7-28		LG	Structure partially built out. Location undesirable.	Up	2-5-29
12-16-29		RW	5 yrs from 9-1-28 @ \$24.00 yr Ann.	Up	6-10-30
6-28-30		RW	Lease still holds.	Up	11-10-30
11-27-30		RW	Situation unchanged.	Up	5-10-31
6- 4-31		RW	Situation unchanged.	Up	1-1-32
4-20-32		RW	Situation unchanged.	Up	11-20-32
12- 1-32		WAH	Check at later date.		
2-28-34		EAD	Structure removed.	Cancel	card.

[Written in ink]: W A H

[Stamped on card]: CANCELLED

1560

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS SUR LEASE NO.

LOC. E 14th & 78th Ave NW 69x112

LEGAL

LOC.

LEGAL

OWNER J. M. HEAGERTY

(Tenant in Control) OCEAN PETROLEUM CO.

See Mr. Harding, #318 Tapscott Bldg., 19th & Broadway

ADDRESS 4114 E 14th St.
45th Ave & Clement St.
Tele. Fruitvale 1579

	Am't					
Date	Offered	By	Contact	Data	B 7 B3	3TA

Under lease to Special Site Sign Co. @ \$25.00 yr. Formerly under lease No. 2839 from J. Nissen @ \$50.00 yr.

1-15-29 24.- WAH Harding, Mgr G. P. Co. signed lease with me today for E 14th & 52nd and is anxious to lease this to us if he can get S. S. S. Co to T. D. Claims they have vio-

(Testimony of Charles H. King)

lated their agreement. Were to have built in rear of lot so as not to kill approach to station.

- 5-23-29 WAH H. H. W. & myself contacted Harding at his new office #319 Tapscott Bldg. He promises to call S. S. this week.
- 6- 5-29 WAH Harding has been unable to get in touch with King. Will keep trying & advise. Up 7-10-29
- 8-30-29 JHB Harding has endeavored to do something with King about moving sign back but has been unsuccessful. Wants to let matter drop. Up 11-11-30
- 11-13-29 JHB Harding declines to take any further action on this at the present time. Up 2-3-30
- 2-11-30 JHB Can do nothing on this at present. Up 8-1-30
- 8-11-30 JHB S. S. S. Co. has good lease here. Rental O. K. Up 2-1-31
- 2-12-31 WAH Numerous target signs and short approach make this a very poor location. Up 8-1-31

[Stamped on card]: CANCELLED

1562

(Testimony of Charles H. King)

[On back]:

Date	Am't Offered By	Contact Data
4-20-31	WAH	Panel still here, though dead at present. Up 7-5-31
7-11-31	WAH	O. K. to pass contact Up 3-10-32
3-10-32	WAH	O. K. to pass contact. Up 11-1-32
11-10-32	WAH	Check at later date.
9-19-33	NEB	Special site structure removed. Short approach and many oil targets make location undesirable. Cancel. [Written in ink]: WAH

[Stamped on card]: CANCELLED

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS HWY LEASE NO.
LOC. Tunnel Rd RS 3 Mi N Walnut Creek
LEGAL
LOC.
LEGAL

OWNER V. HOOK ADDRESS On Premises

(Testimony of Charles H. King)

Am't	Date	Offered	By	Contact Data B2	4TA
				Under lease to Special Site Sign Co. @ \$10.00 yr.	
	11- 9-28		RW	Mrs. Hook unfavorable to signs. Claims S. S. S. paying \$10.00. Plans to have all boards removed when leases expire.	
	5-21-29		RW	Mrs. Hook says rental being paid. Mrs. H. desires removal of all small signs.	Up 10-21-29
	12-20-29		RW	Mrs. H. satisfied.	Up 5-10-30
	5-27-30		RW	Mrs. H. says S. S. S. still holds lease. Does not know rental date.	Up 10-10-30
	10-15-30		RW	Mrs. H. says S. S. S. highway O. K. account of being a traffic direction copy for Antioch Bridge.	Up 1-20-31
	2-19-31		RW	Mrs. H. says S. S. S. will remain indefinitely.	Up 8-20-31
	9-17-31		RW	Situation remains same.	Up 2-25-32
	4-15-32		RW	Situation same.	Up 8-20-32
	9- 1-32		WAH	Check at later date.	
	6-30-33		WAH	Structures removed. CANCEL [Written in ink]: WAH	

[Stamped on face]: CANCELLED

1564

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS. HWY LEASE NO.

LOC. Alvarado Hwy (Centerville) LS 2/10 Mi S of
Niles Cutoff Road

LEGAL

LOC.

LEGAL

OWNER

ADDRESS

Am't

Date	Offered	By	Contact	Data	B2	4TA
------	---------	----	---------	------	----	-----

6- 2-31		RW	Under lease to Special Site Sign Co.	1-10x20	Unill Hwy	American Creamery.
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9-22-31		RW	Rent paid to May 1st, 1932.			Up 3-22-32
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(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS HWY LEASE NO.

LOC. E 14th LS 7/10 Mi E San Lorenzo Jct.

LEGAL

LOC.

LEGAL

OWNER E. W. PRESTON

ADDRESS 117 Montgomery St. S. F.

Date	Am't Offered	By	Contact Data	4TA
			Under lease to Special Site Sign Co. @ \$30.00 yr.	
10-28-28		LG	Carries copy of Stanley Clothiers but should be coated out. Paying no rent at present. Location not desirable.	Up 3-1-29
8-16-29		RW	Bd. must be moved when Hwy. widened.	Up 12-10-29
1-27-30		RW	Letter to S. F. requesting rental date and duration of lease.	Up 3-10-30
1-30-30		RW	Property sold 1-1-30 to J. E. Faustina, 317 - 17th St.	

1566

(Testimony of Charles H. King)

3- 6-30 RW Cancel acct. bd. taken down. Instructions from new owner. Mr. Faustina will not lease property for advertising purposes. [Written in ink]: WAH

[Stamped on face]: CANCELLED

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS SUR LEASE NO.

LOC. Tide Lands & Key System R. R.

LEGAL Sec. 27-T IS R4W

LOC.

LEGAL

OWNER BERKELEY WATER FRONT CO. %
Donald Gregory,

Agent: G. Friends, Solano & Fresno, Berkeley.

ADDRESS Law Firm of Chickering & Gregory
Merchants Exchange Bldg. San F.

	Am't			
Date	Offered	By	Contact Data	A2 4TA

Under lease to Special Site Sign
Co. @ \$1200.00 yr.

1-25-29 WAH Contact with Gregory who advises
present S. S. S. Co. signs were
placed here before his firm be-
came legal representatives. Does
not know of any definite form of

(Testimony of Charles H. King)

lease existing. Merely year to year basis. Is not sure of rental consideration. Says they receive check about every 6 months.

- 2-28-29 250.-, WAH Quoted this amt. for entire property to Mr. Gregory, atty, for owners. This on basis of "5 paints". Seems agreeable to proposition but insists our proposition be submitted in writing before he discusses with owners in East.
- 3-22-29 250.- WAH Letter to Gregory outlining our proposition.
- 4-23-29 WAH Our letter acknowledged & they advise they will endeavor to get an expression from owner soon.
- 6-11-29 WAH Gregory advises proper authority on vacation. Will write us on first definite word. Up 8-1-29
- 7-30-29 250.- WAH This quotation covers erection of 5 paints 47x12½. Do not know how much rental S. S. S. Co. have been paying; believe around \$200. yearly.
- 8-15-29 WAH Gregory advises he has been unable to obtain reply from "East" as yet;

OVER

[Stamped on face]: CANCELLED

(Testimony of Charles H. King)

Am't			
Date	Offered	By	Contact Data
			No progress toward contact. Up 9-27-29
9-30-29	WAH	Gregory can offer no decision or expression as yet.	Up 12-10-29
12-31-29	WAH	" out of City until end January.	Up 1-28-30
2-26-30	WAH	" promises to write east again.	Up 4-20-30
4-23-30	WAH	Not interested enough at this time to press Gregory for action which seems almost impossible to obtain	Up 10-30-30
12- 8-30	WAH	Same situation; Pass contact as per G. A. H.	Up 6-1-31
7-29-31	WAH	O. K. to pass contact.	Up 3-5-32
3-14-32	WAH	Check at later date.	
6-30-34	EAD	Structures removed. CANCEL. [Written in ink]: WAH	
6-30-34	WAH	New bridge approach right-of-way necessitates removal of Special Site panels.	

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS. HWY LEASE NO.

LOC. Tunnel RD LS 3.3 Mi N Walnut Creek

LEGAL

LOC.

LEGAL

OWNER AMERICAN TOLL BRIDGE CO.

Mr. Oscar Clatt, President

ADDRESS

525 Market. St. San Francisco

Date	Am't Offered	By	Contact Data	B2	4TA
			Under lease to Special Site Sign Co. @ \$12.00 yr.		
5- 8-28		LG	No further information at present time.		
10-11-28		LG	Location only fair. No further contact at present.		
3-29-29		RW	Board advertising owner's business.		
9-24-29		RW	Situation Same.	Up 12-10-29	
1-28-30		RW	Property still owned by Mr. Clatt.		Up 10-10-30
10-15-30		RW	Property still owned by Mr. Clatt.		1-20-31

1570

(Testimony of Charles H. King)

2-19-31	RW	“ “ “ “ “ “	Up 9-1-31
9-17-31	RW	Situation same.	Up 3-27-32
5-24-32	RW	Situation same.	Up 12-10-32
9- 1-32	WAH	Check at later date.	
12-14-32	WAH	Check at later date.	
6-30-33	WAH	Structures removed.	CANCEL WAH

[Stamped on face of card]: CANCELLED

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS. ROOF LEASE NO.

LOC. 2365 San Pablo Ave 63x45x70x100

LEGAL

LOC.

LEGAL

OWNER CHAS OHME & CHAS HANSEN

ADDRESS 2443 Telegraph Ave.

Am't

Date Offered By

Contact Data B4

ITA

Under lease to the Special Site
Sign Co. 10 yrs from 8-19-26 @
360.- (5 yrs) 480.- (next 5 yrs)
12/A

(Testimony of Charles H. King)

- 6- 3-27 HHW Consultation with Geo Hughes,
do not want this roof.
Up 8-1-27
- 3-26-29 HHW Lease recorded by King 10-14-27.
Up 4-20-29
- 4-20-29 HHW Bring up. Up 8-15-29
- 8-20-29 WAH Do not want; pass contact.
Up 11-3-29
- 11-18-29 WAH Continue to pass. Up 2-4-30
- 2- 4-30 WAH Now owned by Cent. Nat'l Bank -
See Mr. Killam, who advises S. S.
S. have no lease due to their fore-
closure before S. S. S. recorded
their own lease Advises S. S. S.
have paid no rental since 11-19-29
and intend giving location up.
- 3- 6-30 WAH Killam advises King of S. S. S.
called and again declared his in-
tention of abandoning this roof,
but as yet has not removed his
panels. Has discontinued all
rental payments, however, Killam
will advise when roof is avail-
able. Up 5-20-30
- 3- 7-30 WAH Structures removed. S. S. S.
have dropped and cancelled lease;
we are not interested in location.
CANCEL WAH
[Written in ink]: WAH

[Stamped on face]: CANCELLED

1572

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Berkeley CLASS. SUR LEASE NO.

LOC. Telegraph & Haste SE 70x150

LEGAL College Homestead Assn.

LOC.

LEGAL

OWNER A. W. SMITH

MRS SMITH

ADDRESS American Bank Bldg. 1540 San Pablo Ave.
~~3133~~ College Ave. Berkeley

Am't

Date Offered By Contact Data ~~B₂~~ B3 1TA

See filled office record card in file.

3-20-29 WAH Mrs. Smith out of town - call next week.

4- 5-29 WAH Mrs. Smith wants call Sat. A. M. at 10 o'clock. Has just rec'd 2 yrs. rental 1928 & 1929 but feels inclined to lease to us now.

(Testimony of Charles H. King)

- 4-15-29 WAH Mrs. Smith has been unable to see Shurtz.
- 4-22-29 WAH Mrs. S. advises she has phoned several times for Shurtz to call. Refuses to cash his rental check.
- 5-15-29 WAH Had Mrs. Smith out to location. She advises Shurtz may be willing to share this location with us.
- 7-31-29 RGB Mrs. S. evidently out of town. Several calls. No contact.
Up 8-10-29
- 8-26-29 RGB Mrs. S. in bed, Not able to be seen
Up 9-15-29
- 9-12-29 RGB Mrs. S. still in bed from auto accident; will not be able to be seen for at least a month
Up 10-26-29
- 10-20-29 35.- RGB Smith called & wanted our quotation on this. We offered \$35.00. Long contact justifying our rental.
- 10-26-29 RGB Leased to S. S. S. Co. for 3 yrs at annual rental of more than \$45.00 per year. No continuation clause.
Up 12-5-30

(over)

[Stamped on face]: CANCELLED

(Testimony of Charles H. King)

Am't		
Date	Offered By	Contact Data
12- 9-29	WAH	S. S. S. have built a 12x25 illuminated poster panel. No advertisement on same as yet. Up 2-12-30
2-20-30	RGB	No change. Posted to Ashby Furniture, hand paint. Up 5-4-30
5-10-30	RGB	“ “ “ “ “ “ “ “ Up 7-28-30
8-10-30	RGB	Smith's still owners. S. S. S. board still here. Up 10-26-30
11- 6-30	RNC	Mrs. Smith advises still owns this. S. S. S. still here. Up 1-2-31
1- 5-31	RGB	S. S. S. Co. still here; Smith still owner. Up 3-20-31
3-23-31	RGB	No change. S. S. S. Co still control. Smith's own. Up 6-5-31
9- 1-31	RNC	No change contemplated here. S. S. S. lease runs until 4-29-32 according to A. W. Smith, owner, located at 603 American Bldg. 1540 San Pablo. Up 11-20-31
12- 2-31	RNC	Smith advises no change in status. Up 2-15-32

(Testimony of Charles H. King)

- 3-18-32 RNC Letter from Smith advising lease with S S S expires 9-1-32. Building to be torn down. Requests we submit offer.
- 4-13-32 RNC Lease submitted. Smith advises may build here. Up 4-25-32
- 5-10-32 RNC Endeavored to secure definite answer from Mr. Smith who is in no hurry to sign new lease here. and have received his promise to make decision. Up 6-25-32
- 9-23-32 WAH Let ride for time being.
Up 11-20-32
- 10-19-32 RNC Smith advises no decision has been reached re. new lease here.
- 12- 5-32 RNC Smith advises drive-in market to be erected here within next 30 days. Up 1-1-33
- 1- 6-33 RNC Steam shovel at work here- Construction under way Up 3-25-33
- 2- 8-33 EAD Illum City Bu. removed.
- 2- 9-33 RNC Building being erected here.
Up 3-15-33
- 3-17-33 RNC Cancel. Building erected here. No space for adv. [Written in ink]: WAH

[Stamped on face]: CANCELLED

1576

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
COMPANY

LOCATION Teleg. and Haste S. E. 70' x 150'

LEGAL ~~Blk. 1875 Lot #14~~ Blk 7, Lot 1, College
Hmstd Assoc.

OWNER

OR

TENANT A. W. Smith

ADDRESS ~~1728 Cedar St.~~ 504 American Bank Bldg.

AGENT

LEASE NO.

CLASS. SUR

CITY Oakland

PHONE

[Stamped on face]: EXTRA TIGHT

Amt.

Date	Offered	By	Vol. 4 B-17	Remarks
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2-10-27		WG	Thinks sign will interfere with rental of house.	Up 2-14-27
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2-15-27	\$30.	WG	May lease to Shell Co. Will not decide till he hears from them	
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Up 3-5

(Testimony of Charles H. King)

- 3-16-27 MF Smith not satisfied with \$30. Advises that any tenant, other than present one, would object to sign, Wants \$75. per mo. Up 4-4-27
- 4- 7-27 MF Smith remains firm for more money. Says we might do business some day. Believe constant contact will secure lease.
Up 5-1-27
- 5-16-27 MF Asked us to return when we could offer more money. Up 7-1-27
- 7- 1-27 MF Smith negotiating with a Hotel Co. for possible purchase. Contact on this basis. Up 8-15-27
- 8-19-27 30.- MF Negotiations not yet completed with Hotel Co. Will not consider signs for amount we offer.
Up 9-20-27
- 10-12-27 BFC Contact. Smith still dickering. Wants to let ride for a couple of weeks. Up 11-1-27
- 11- 9-27 BFC Smith gave his wife control. Must see her at Parker Apts. 2715 Channing Way, Berkeley 3511
- 11-23-27 30.- MF Mrs. "S" signed contract with Shurtz in October for 1 yr. not interested

(Testimony of Charles H. King)

[On back]:

Amt.		
Date	Offered By	Remarks
		until \$30.00 was offered. Believes Shurtz could move boards to south portion of property.
12-21-27	MF	F and K unable to use unless Shurtz off prop. Mrs. S. said they have contract and can do nothing until it expires. Up 3-1-28
2-25-28	JHB	Mrs. Smith says will give us chance after Shurtz. One yr. lease is up which is in Oct. Up 5-1-28
5-15-28	JHB	Mrs. S. says to see her in October. Up 8-1-28
8- 1-28	30.- HHW	Good progress. Mrs. Smith requests call later as she will take up with family.
8-13-28	HHW	Have decided not to make any changes at present. Wish to continue getting passes. Up 9-15-28

(Testimony of Charles H. King)

- 9-11-28 HHW Let ride for time being.
Up 11-20-28
- 11-19-28 HHW May change for Grand Lake passes but as it is indefinite as to how long we will continue getting passes for this house it is not advisable to tie up and obligate ourselves to secure on passes alone. Will try for passes and cash when passes no longer available.
- 12- 4-28 HHW Quoted 1 pr. Grand Lake passes. Will try and find out how much longer present agreement has to run.
Up 1-20-29
- 2-15-29 WAH Several calls - no contact.
- 3-11-29 WAH Have learned upon inquiry at above address that
- 3-13-29 WAH Mrs. Smith very anxious to lease to us. Cannot find copy of Shurtz lease; she will call Shurtz this week in an effort to cancel his lease. Wants call next week.
Up 3-30-29

1580

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS SUR LEASE NO.

LOC. Foothill Blvd 300' W Oakland City Limits at
San Leandro

LEGAL Plot of Rancho—San Leandro

LOC.

LEGAL

OWNER ST. MARY'S COLLEGE

ADDRESS Broadway & 30th, Oakland

	Am't				
Date	Offered	By	Contact Data	C2	4TA

Under lease to Special Site Sign Co.

12-15-27		LG	Property in name of St. Mary's College, Oakland. For leasing permission see Brother Gregory.		
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2- 8-28		LG	Location only fair.		
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11- 5-28		LG	Bring up.		Up 3-1-29
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(Testimony of Charles H. King)

- 6-20-29 RW Property now leased by Gen. A. J. Gooch, Florist. S.S.S. leasing from keeper without authority from Gen. Gooch. Gen. Gooch will consider a rental of \$50.00 for exclu. & covering 2 hwy boards.
- 7-24-29 RW Inquired of McElroy, R.E.Co. 7th St., Oakland, agents for St. Marys to ascertain if Gooch lease includes advertising rights. See Gooch in three weeks. Up 8-15-29
- 1-27-30 RW McElroy's rights to lease for advertising purposes still in question; will know in 30 days. Up 3-3-30
- 4- 5-30 RW Letter to S.F. requesting contact with Gen. Gooch. Offer of \$50.00 yr. for exclusive and 2 Hwys. bds. to be increased @ \$25.00 Ann. per bd. if more than 2 erected. Up 5-10-30
- 6-13-30 RW G.A.H. advises not to lease. Up 12-10-30

[Stamped on face of card]: CANCELLED

(Testimony of Charles H. King)

[On back]:

	Am't		
Date	Offered	By	Contact Data
12-22-30		RW	Not needed. Up 4-10-31
4-27-31		RW	Can't use account numerous trees along street. Up 11-10-31
12- 4-32		RW	Not needed. Up 5-20-32
5-27-32		RW	Not needed. Up 12-15-32
12-14-32		WAH	Check at later date.
6-30-34		EAD	Structures removed. Cancel WAH
6-30-34		WAH	Widening and improvement of highway in state condemnation proceedings has caused removal of Special Site structures. CANCEL.

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS. SUR LEASE NO. 3634

LOC. E 14th SL 26 E 60th 26'

LEGAL Portion lots 1 & 2 Block 4 Eastlawn

LOC.

LEGAL

OWNER ALEXANDER A. SWANFELDT

ADDRESS 6121 E 14th Street

	Am't		
Date	Offered	By	Contact Data
3-26-29			Under lease to Special Site Company 5 yrs from 7-10-25 @ \$30.00 yr S/A
3-26-29		HHW	Lease executed by E.W. Leary to S.S.Sign Co. on 7-10-25 for 5 years. Recorded 10-14-27.

(Testimony of Charles H. King)

- 4- 1-29 JHB Property now owned by A. Swanfeldt.
- 4-10-29 JHB Swanfeldt advises has given written notice to S.S.S. to remove board at expiration of their contract. Plans on bldg. apt. but may not.
- *6- 7-29 JHB 10 yrs from 7-10-29 @ \$30.00 yr Ann Form A-1 from A Swanfeldt (non-comm)
- 7-25-29 JHB Property being rented for fruit stand. Release signed by Swanfeldt and check to be refunded on 8-1-29. Carried as gratis.
Up 8-5-29
- 12-15-30 JHB Cancel. Make unsecured card.^v
WAH
STRUCTURES REMOVED —
CHECK FOR REBUILD OR
CANCELLATION Up 1-15-31

[Stamped on face of card]: CANCELLED

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
Company

CITY Oakland CLASS. SUR LEASE NO.

LOC. E 14th SL 26 E 60th Ave 26

LEGAL Por. Lots 1 & 2 Block 4 East Lawn Tract
LOC.

LEGAL

OWNER ~~A. SWANFELDT~~

HAROLD PLATZ

EMMA SWANFELDT

ADDRESS ~~6121 E 14th St., Oakland~~

Am't			
Date	Offered	By	Contact Data 3TA
			Formerly under lease #3634—10 Yrs from 7-10-29 @ \$30.00 Yr. Ann. Form A1 from A. Swan- feldt (Non-com.) Release secured.
2-24-31		JHB	Fruit stand here; no space. Up 8-1-31
4-16-31		WAH	No additional space required here at present. Up 11-10-31
11-18-31		WAH	No additional space required here at present. Up 6-18-32
12-16-31		NEB	Thos Bros report property sold to Harold Platz
6- 1-32		RMW	Thos Bros report property sold to Emma Swanfeldt.
6-3-32		WAH	Check at later date.

(Testimony of Charles H. King)

[Crest]
Foster and Kleiser
Company

CITY Oakland CLASS SUR LEASE NO.

LOC. E 14th & 99th Ave SW 30x127

LEGAL Lot 4, Block 4971

LOC.

LEGAL

OWNER ~~MR. BEGIER~~

A. H. CHRISTENSEN

ADDRESS ~~852 E 14th St. San Leandro~~

9916 E 14th St.

Am't

Date	Offered	By	Contact Data	B3	4TA
------	---------	----	--------------	----	-----

Under lease to Special Site Sign
Co. 5 yrs @ \$12.00 (10x20')
\$15.00 (10x42').

7- 7-27		BFC	Tied up for some time. Very friendly.		
10-21-27		BFC	Same situation.		
9-27-28		WAH	Begier will endeavor to locate copy of lease with S.S.S. if he has copy. Says lease runs indefinitely until he sells or builds. \$30.00 per year S/A. Promises to phone information.		

(Testimony of Charles H. King)

11-22-28	WAH	Conditions unchanged here.
3-11-29	WAH	Begier cannot make any change. Cannot find his copy of lease but knows it has period of years to run yet. Up 7-1-29
7-12-29	RGB	Conditions unchanged. Up 12-10-29
1-10-30	RGB	Lease with S.S.S. co. still has some time to run. Begier seems satisfied. Up 6-1-30
6- 3-30	RGB	Begier says is selling property.
6-16-30	RGB	A. H. Christensen, 9916 E 14th St. new owner. Writing to S.S.S. Co. to remove boards. Going to build on prop. No available space. Up 8-1-30
9-10-30	RGB	S.S.S. Co. paint boards removed and lease cancelled. Property now being

[On back]:

Date	Am't Offered	By	Contact Data
			used to manufacture concrete statues. Christiansen says they can never use again and if prop- erty is available for adv. will con- sider F & K. Up 2-20-31
2-21-31		RGB	No space here now for adv. Up 7-26-31
7-28-31		WAH	O. K. to pass contact Up 4-1-32
5- 1-32		WAH	Check at later date.

1588

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
COMPANY

LOCATION Davis Hwy. L.S. 1 mi.E. of Davis
OWNER T. G. Schmeiser
ADDRESS Davis, California.
AGENT
NUMBER 00781
CLASSIFICATION Hwy.
PHONE

Amt.			
Date	Offered	By	Remarks
N.L.			
9/23/22	BS		5 yrs from 5/15/19 @ \$10.00 pr yr Pay Ann By SF1895

[Stamped on face of card]:

CANCELLED

Date

Reason

T.D. Order Issued.....

Unearned Rental \$.....

Bill Paid

Location Card Canc. Date.....

Rental Card Canc. Date.....

Space Records Canc. Date.....

Certified By..... Date.....

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
COMPANY

LOCATION (B) Davis Hwy LS 2/10 E of Davis

LEGAL

OWNER C. L. Schmeiser

ADDRESS Davis, Calif.

AGENT

LEASE NO. 766

CITY

CLASSIFICATION Hwy

PHONE

Competitor	Rental	Term	Type
Units	Per Yr.	of Lease	of Const.
No.	Size	Selling	Term
	Advertising	Price	of Contract

Amt.			
Date Offered	By		Remarks
12/27/23	WLF	10 yrs from 12/2/23 @ 50.00	per yr (Lease 781 combined with this)

[Stamped on face of card]: CANCELLED

1590

(Testimony of Charles H. King)

[Crest]

Foster and Kleiser
COMPANY

(A) 2/10

LOCATION Davis Hwy. L.S. $\frac{1}{4}$ m E. Davis 950'

OWNER ~~C. L. Schmeiser~~ Pietro Colori

ADDRESS Davis, Dalif. Box 184

AGENT

NUMBER 00766

Sacto

CLASSIFICATION Hwy. & Davis Sur.

PHONE

Fct of Sec. 15 T 8 NR 2 E

Amt.

Date	Offered	By	Remarks
9/22/22	BS		5 yrs. from 12/2/18 @ \$5.00 pr. yr. Pay. Ann. By SF1815
12/27/23	VLF		10 yrs from 12/2/23 @ 50.00 per yr. (Lease #781 was combined with this)
2/23/26	EH		Sold to Greer 2/15/26 address Davis farm

(Testimony of Charles H. King)

		Mr. Greer will not lease until 12/2/26 — Willing for Mrs. Schmeiser to have rental until then
3/ 2/26	WF	Mr. Greer will consider Call 10/2/26 Up 10/1
9/24/26	VLF	Mr. Pietro Calori, Bx 184, Davis says he purchased property on 6/2/26 See Mrs. Schmeiser regarding Spec. Site lease.
10/12/26	VLF	10 Yrs. from 6/2/26 @ \$50.00 Yr.—Ann. "A-1" (Spec. Clause) Pietro Calori
10/12/26	VLF	Wrote to Spec. Site advising to pay us \$25.00 Yr. or vacate Up 11/17
12/ 1/26	"	Mr. Funk going to take up the matter of removing all Spec. Site bltns Up 11/15 2/15
2/11/27	WHF	Gave them notice to vacate within 5 days Up 3/1
3/25/27	VLF	Spec. Site have removed their bltn.

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 189 Filed 12/27 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

(Testimony of Don G. Westbrook)

Thereupon

DON G. WESTBROOK

was recalled as a witness on behalf of the plaintiff and testified as follows:

FURTHER DIRECT EXAMINATION

BY MR. GLENSOR:

When I was in San Francisco Foster & Kleiser maintained a work yard there. I have seen signs in that yard taken apart and the sections piled up. There was a difference in the type of construction of the signs of the various companies that were competing with Foster & Kleiser at that time. In the course of my business as a leaseman I kept familiar with the type and kind of signs that the various competitors built. Most of the companies had imprints over their signs. Of those that I saw piled up, some of them had imprints on them and some did not. I recognized some of them as being of the type of construction customarily built by competing companies. When I was in San Francisco there was a large pile, six or eight feet high and 16 or 20 feet long. When I came to Los Angeles as lease manager, I know of my own knowledge that signs of competing companies were being brought into Foster & Kleiser's yard here. That was done under my instruction. Some of those were signs of competing companies piled in the yard. There was a pile about the size of a box car.

I have testified that the leasemen were instructed to lease property which was under lease to competitors if

(Testimony of Don G. Westbrook)

they could possibly do so. There were times when they were unable to get the competitors' lease away from them. In such cases I was told by my superior to instruct my leasemen to make an offer somewhat greater or considerably greater than the competitor was paying and leave that offer in the possession of the lessor, after he had found that it was impossible to lease the property.

I am familiar with Plaintiff's Exhibit 128, which is a summary of the plaintiff's operating statements, giving the gross income from 1917 to 1934, inclusive. At your request I have made some calculations of those figures, disregarding 1917 and taking the figures 1918 to 1934, inclusive.

I first entered the outdoor advertising business in 1923 as a leaseman and have been in it almost continuously since, in California for the most part. During that time I have made a study of the history of the outdoor advertising business. I was in business for myself and I was lease manager for Foster & Kleiser and salesman. I have made myself conversant with business by reading various magazines along kindred lines, trade journals, etc., such as PRINTERS INK and the poster magazine put out by the Poster people, SIGNS OF THE TIMES. I have attended conventions and read various books, many of them on advertising, and on one occasion I took a trip and observed advertising in possibly a dozen different States. I was connected for a short time with another company with headquarters in Cleveland, and while I was there I read and studied the various books that were at my disposal in the library of that company. While with Foster & Kleiser Company I read and studied the

(Testimony of Don G. Westbrook)

books that were in their library and read magazines that they had during that time, and I made a thorough study of advertising, as thorough as I knew how to make. I have also taken one or two courses of which advertising was a part, and made myself familiar not only with outdoor advertising but with other forms of advertising. In addition to that, I studied marketing, merchandising, made trade surveys and took up other studies which I felt would enable me to handle the outdoor advertising work in which I was engaged to better advantage. The courses which I took were reading courses and, for instance, the Alexander Hamilton course on business in general. The advertising course in that book is very limited in scope, but it does go into it in some detail. While I was with Foster & Kleiser I was never detailed to read any papers or prepare any data for conventions. I did prepare one paper for Foster & Kleiser Company in connection with a competition which all of their employees in the sales department entered into. I have fixed lease rentals for Foster & Kleiser here in Los Angeles and in the towns that were under my charge in this district. There must have been 20 or 30 towns down here. It is a fact that leaseholds of outdoor advertising companies are worth money and have a value.

Q How, in your opinion, should that value be determined with reference to the lease?

MR. CLARK: Object to that, if the court please, on the ground that the witness is not qualified to express an opinion. I object to it as immaterial and irrelevant and incompetent.

THE COURT: Overruled.

(Testimony of Don G. Westbrook)

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates Exception No. 167.

A There are many different factors that enter into the value of a leasehold. Primarily, the first factor I would take into consideration as being the most important would be circulation; then you would have to take in the topography of the country, the physical features of the obstructions and the approach to the board; and then you would have to take into consideration the size of the property and the number of structures that could be built thereon, the immediate surroundings of the building or of the structure to be erected, because it is a fact that a board in pleasant surroundings would have more value than one erected upon a garbage dump, other factors being equal; and in building or in estimating the value of a leasehold, it would be necessary to make a survey of the property and know the size of the property, know something of the circulation. By circulation I mean the traffic that passes that property, automobiles, pedestrians and street cars.

Q BY MR. GLENSOR: Well, in your opinion, is there any method or formula by which the money value of leaseholds should be calculated and determined?

A Yes, sir.

Q Just yes or no.

A Yes, sir.

Q What is it?

MR. CLARK: I object to that on the ground that the witness has not shown himself qualified to express his

(Testimony of Don G. Westbrook)

opinion as to whether the value of an advertising site may be arrived at by a formula.

THE COURT: Same ruling.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 168.

Q BY MR. GLENSOR: Then the question was: What is the formula that, in your opinion, should be applied in determining money value of leaseholds?

MR. STERRY: May I object to that on the ground that there is no foundataion laid for it and it is entering the domain of conjecture and speculation.

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 169.

A The average length of time which a leasehold can be held must be taken into consideration and, in my opinion as an advertising man, a conservative estimate of the length of time during which a structure could remain upon the average location would be six years and, therefore, it would be proper to have a formula taking into consideration seventy-two months' income. It would also be conservative and fair in my opinion to estimate what type of structure would go on the location, the number of structures, whether it happens to be one type or several types, and then from my knowledge of the selling end of the business, it could be estimated what those structures

(Testimony of Don G. Westbrook)

could be sold for per month or per year. Computing this on the basis of 72 months, that would give you the gross income available on that location. Then I would compute from that the value of the location according to the profit that could be made upon those structures, and that would give me the value of that location standing by itself. To that I would add a certain value, depending upon the value of the location as part of the plant of the advertising company that owned it. If it is a key location, it would add value to his plant; if it were an inferior location, I would not add anything beyond the amount that I have stated. If it were a key location, I would add one-third of the net amount that the plant was worth because I would feel that it would be worth that to the rest of the plant. In every plant where showings are sold, whether posting or paint, certain locations are of more value than others and those locations help to sell those which are of less value.

Witness continuing: I first became connected with the Special Site Sign Company in 1929 and have been more or less active in connection with the business in the territory in which they operate since then, with the exception of certain intervals to which I testified before. I would not say that while I was in business for myself as a sales organization that I sold advertising over the entire Pacific Coast, but I had advertising in most of the larger cities from San Diego to Seattle, including Spokane and also Salt Lake City. While I worked in San Francisco, I went to Oakland quite often but not to work. I only made a few calls there in connection with business. There has been an industrial and population development in the

(Testimony of Don G. Westbrook)

East Bay section in the last 12 or 14 years, and it is still developing, growing and increasing.

This statement, starting with 1918, shows the gross annual income for Special Site Sign Company as \$23,962.11. The following year, 1919, shows \$38,276.67.

Q Have you made a calculation of the percentage of increase?

A Yes, sir.

Q What is it?

MR. CLARK: It is objected to as wholly immaterial and irrelevant. If this is a computation of damages, gross income hasn't anything to do with the matter at all.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 170.

A I have calculated the percentage increase in gross income of the Special Site Sign Company of 1919 over 1918. The increase was 59.7%. The increase in gross income for 1920 over 1919 was 10.8%, and for 1921 over 1920 it was 24.2%. In 1922 the gross income was \$36,588.90; that is a decrease of 30.6% in income over the previous year. The average annual increase from 1919 to 1921, inclusive, for three years, was 31.6%.

(Witness continuing:) While I was lease manager in Los Angeles I was instructed by Mr. Musaphia and Mr. Young to keep the independent companies so busy protecting their locations upon which they had structures that they would have no time to sell anything, lease new

(Testimony of Don G. Westbrook)

property or service the structures they had already built. By servicing the structures, I mean keeping them painted and properly erected and in generally good appearance. If poster panels are not properly serviced they will become torn and flagged. A torn poster is called a "flagging poster" and when they get to flagging you have to have a man out to either patch the poster or put on a new one.

Q Assume that in 1922 Foster & Kleiser Company, in competition with the Special Site Sign Company and other independents on the Pacific Coast, had not issued instructions to all branch managers to make up cards representing each or covering each location held by the competitor, and had not issued at that time instructions to the effect that "We must do everything within our power to secure all competitive locations, whether we can use or need such locations or not, the only way to protect our investment in this business is to make our competitors move and keep moving;" and which instructions were repeated in substance in 1924, and which remained in effect until they were specifically rescinded by Bulletin No. 550-A, which has been lost and is not yet in evidence, issued shortly after March 13, 1931; and assume that during that period or at least from 1920 Foster & Kleiser had not controlled over 90 per cent of the outdoor advertising in the territory, and controlled, through leaseholds, more than 90 per cent of the valuable advertising locations and through its ownership of franchises in the Poster Advertising Association and the Outdoor Advertising Association, which were afterwards merged into one association, obtained all of the national business created as a result of those organizations to be placed in their field,

(Testimony of Don G. Westbrook)

that is, the Pacific Coast; assume that those franchises which were referred to in the last sentence are described as follows, speaking of franchises, leaseholds and national solicitorships, "While this is an intangible value, it is at the same time the very crux of the business and its most valuable asset and it represents definitely that which has been built up over a long period of years at great expense, and without which the company could not operate for each of the 507 cities and towns in California, Oregon and Washington in which the company operates it holds a franchise from the Poster Advertising Association and the Outdoor Advertising Association; through these franchises it receives from this association all of the business which is created with them in the coast field; this is an exclusive privilege which brings to Foster & Kleiser the big national accounts from the eastern field;" and assume that pursuant to the instructions contained in the bulletins which are referred to, being issued in 1922 and 1924 respectively, with respect to contacting competitors' leaseholds and securing them, whether Foster & Kleiser needed them or not; that Foster & Kleiser had not made 34,822 contacts on the lessors of competitive property, and assume that from 1919 to 1930, inclusive, Foster & Kleiser had not acquired 97 independent companies operating in 342 cities on the Pacific Coast; also assume that the Special Site Sign Company had not lost upwards of 60 locations through various activities of Foster & Kleiser, which are in evidence here, and their agents, but had only lost the normal turnover in the advertising business which is usual and customary in the advertising business; and further assume that the independent companies, including the

(Testimony of Don G. Westbrook)

Special Site Sign Company, had been able to obtain national accounts prior to March 13, 1931 freely, that is, in free and open competition with the association plants owned by Foster & Kleiser, franchise plants, and had also been permitted or could have participated in the business developed by the National Outdoor Advertising Bureau through the agencies that were members of that bureau; what, in your opinion, would have been the normal average growth, would have been the average growth, leave out the word "normal", the average growth in gross income of Special Site Sign Company from 1919 to 1934, inclusive, over 1918, using that as a base figure?

MR. CLARK: I object to the question on the ground it is without foundation in this: First, that there is no proof in the record anywhere from any witness as to what the normal turnover in advertising leases or outdoor advertising leases was, and an essential part of the question put by counsel is an assumption that there was a normal turnover in leases. Secondly, there is no proof whatsoever that the plaintiff or any other independent could not have participated in business developed by the National Outdoor Advertising Bureau, nor is there any proof whatsoever that the National Outdoor Advertising Bureau developed any business. Furthermore, on the ground that it is improper as a hypothetical question, entirely speculative and the answer would be of no value, and further on the ground that it is purely guesswork, conjectural and uncertain.

MR. GLENSOR: Now, I concede that so far we have not proved what the normal turnover is, and I will amend the question by asking the witness to disregard the words

(Testimony of Don G. Westbrook)

“other than a normal turnover” after the loss of the leases which I mentioned to him.

THE COURT: Before you do that, explain just what you mean by the term “normal turnover.”

MR. GLENSOR: Maybe I can digress for a moment and ask the witness a question or two that will clarify it.

Witness continuing: These advertising leases do not go on forever. In many cases they are renewed and continued for a long time. The factors causing their loss, eliminating any question of interference by competing companies, are, first, the sale of the property to a new owner who will not renew the lease at its expiration, second, the improvement of the property by the erection of a permanent building, third, the use of the property for other than advertising purposes such as an automobile station, a supply station, garage or parking lot. A fourth factor might be the zoning of that particular location so that advertising could not be maintained upon it, and many other factors.

Q Now, I will ask you to disregard the comparison of the 60, I think I said, and upwards of 60 lost locations with a normal turnover; in other words, I will strike out the “normal turnover” from my question—

MR. CLARK: I object to the question as reframed on the ground that it is without proper foundation in the particulars specified in the original objection.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 171.

(Testimony of Don G. Westbrook)

A My opinion is that for the years 1919 to 1934, inclusive, that an average gain in gross income of 20 per cent could be maintained.

Witness continuing: In making my estimate of 20% I have taken into account the fact that there was a depression from 1929 to date. I have prepared a chart or graph illustrating or extending these figures graphically to show the actual income, the average income of 20% and the income extended upon the basis of the average increase from 1919 to 1921.

Q Will you produce it, please?

(Witness producing paper from counsel table.)

MR. GLENSOR: Put it on the board.

MR. STERRY: I am going to object to that on all the grounds heretofore stated; that it is speculative, incompetent irrelevant and immaterial, indulging in conjecture and speculation as to what they would have gained, and necessarily fails to take into consideration many elements, the personal equation, other competition that would have developed, and many elements, leaving it wholly a matter of conjecture and speculative.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 172.

The original chart referred to by the witness was thereupon marked Defendants' Exhibit UU for Identification.

Witness continuing: I actually prepared the lines on there according to calculations.

(Testimony of Don G. Westbrook)

BY MR. GLENSOR:

In the left-hand column the figures in an ascending scale represent thousands of dollars. Across the chart the squares represent the years from 1918 to 1934, inclusive. The lowest line is black. I start that line from zero and the ascent for the first square is 1918. That represents the gross income of Special Site Sign Company for 1918 as taken from our records, as shown on Plaintiff's Exhibit 128. In 1919 there was a gain of 59.7 per cent, so that the black line thereupon goes up to the point where you see it on the chart. It goes upward to the end of 1921 where it makes the first dip. From there on, the black line is carried across the chart in ascending and descending gradations, according to the gain or loss by years, clear over to 1934. The total gross income for those years down to and including 1934 is \$698,818.94. I have already testified that the average annual increase up to the end of 1921 amounted to 31.6 per cent. Using the year 1921 as a base figure, the actual gross sales of the company in 1921 were \$52,705.14. Using that as a base figure in a average per cent gain of 31.6 per cent, I have projected this line to the end of 1930. From there on the green line dips. That represents the adjustment for the years of the depression in the advertising business. To represent that depression I computed the increase and decrease in our actual gross income, and taking those percentages I applied them to this number up here and this green line is a graphic chart of that. The red line on the chart, starting at the end of 1918, represents an increase in gross annual income of 20 per cent, using the 1918 income as a base. In my experience

(Testimony of Don G. Westbrook)

that average could have been maintained through the depression. I have taken the depression into consideration and I think, speaking very conservatively, it could be maintained. I don't think the 31.6 per cent annual increase could have been maintained right on through the depression.

BY MR. CLARK:

The gross figures for 1921 are \$52,705.14. In projecting the green line I took 31.6 per cent of that figure and added it to that which gave me \$69,359.96, which was the potential gross in 1922. I took 31.6 per cent of that and added that amount to that figure. I followed a similar process for each of those years. I followed a process of that kind in projecting the red line except I used a 20 per cent factor.

BY MR. GLENSOR:

The black line represents the actual increases and decreases in the income of our company. ,

Q From your knowledge of the operations of the Special Site Sign Company, and having in mind the factors involved in the hypothetical question which I propounded to you, what, in your opinion, would have been the average, the net profit at which the Special Site Sign Company could have operated, with the elimination of those factors?

MR. STERRY: Objected to as purely speculative, invading the province of the jury, and merely guesswork, and no proper foundation laid for it. Necessarily, many elements which have not been stated to the witness, and almost impossible to be taken into consideration.

(Testimony of Don G. Westbrook)

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 173.

A They could have made 25 per cent net profit on their gross income.

Witness continuing: I have made a computation carrying the projection of those figures into tabular form. Up at the top of this sheet I have four segregations; the one on the left I call the black line figures, the next one the green line figures and the next one the red line figures. The last column shows the red line with the adjustments for 1931-1934. That shows a still further adjustment made to take care of the depression years. That is to illustrate the possible effect of the depression on the 20 per cent line. I have projected that at your request, just for illustration, and I have made an addenda to that chart to graphically illustrate that.

MR. STERRY: Now, we object to this on the same grounds that we have been urging to the exhibition of this chart, as incompetent, irrelevant and immaterial and wholly speculative and conjectural and no proper foundation laid for it, and an invasion of the province of the jury.

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 174.

(Testimony of Don G. Westbrook)

Witness continuing: The dotted black line which I have added onto the red line at the end of 1930 represents an adjustment in the red line to take into consideration the depression still further than what I have done previously. That does not accord with my opinion of what would happen, but if in the event the 20 per cent line had been affected in the same degree as the actual increased and decreased earnings of the company, then it would be shown as in the addenda which I have pinned on the chart.

Q Assume that the red line as you have expressed it in your opinion, the 20 per cent increase, had been maintained to the end of 1934, and also in accordance with your opinion 25 per cent of the gross sum thus realized would have been realized in net profits, what would have been the result in net profits?

MR. STERRY: That is objected to on the grounds that it is purely speculative and in invasion of the province of the jury and no proper foundation laid and mere guesswork.

THE COURT: Objection overruled.

To which ruling the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 175.

With the consent of the court it was thereupon stipulated that the entire line of examination with reference to the computations of the witness based upon the gross income of the company, as illustrated by the chart, should

(Testimony of Don G. Westbrook)

be deemed subject to the same objection, ruling and exception.

A The sheet which I have just produced and given to you covers the figures as given on the chart for the black line and the red line, and leaves the green line, which is for illustrative purposes, out of the question and also leaves the broken line on the chart out, that also being put on merely for illustrative purposes. I have made a summary or total of the figures that are represented by that red line on the chart, that is, the 1918 figure, increased by an average increase of 20 per cent per annum. The total of that is \$2,538,318.34. Using those figures, I have made a calculation of the net profits at 25 per cent. I took the sum which I just read and from that I deducted the sum of the actual gross income for the years 1918 to 1934 inclusive, and that left a remainder of \$1,839,499.40. Then I took 25 per cent of that which gave me \$459,874.85.

MR. GLENSOR: If the court please, I offer in evidence the chart which has been identified by the witness, together with the addenda, as one exhibit.

MR. CLARK: To which we object, if the court please, on the special ground, in addition to the grounds heretofore urged, that the witness, by this chart, seeks to claim damages for a period since the filing of the litigation in this case, the complaint having been filed on June 11, 1932, and this all going to the end of 1934.

THE COURT: For the purpose of getting it clear myself, isn't it somewhat similar to these damage actions suffered, or that will be suffered in the future? In other words, if they show a condition existing that, from the

(Testimony of Don G. Westbrook)

evidence, it is likely to continue, then a verdict may include what is likely, what is justified up to the time of the verdict? It seems to me, an answer to your suggestion, that the verdict could not include anything in the future. I am, I think, clear on this point, that no damages can be claimed beyond the present time, by reason of the probability that the unlawful acts, assuming that they were unlawful acts, will be continued. That would bring it in line entirely with a personal injury case.

MR. GLENSOR: Correct.

THE COURT: Doubtless counsel agrees with that.

MR. GLENSOR: Absolutely no question about that.

THE COURT: But what you are claiming is that you can recover for damages likely to occur in the future, as a result of acts already done, accomplished and performed?

MR. GLENSOR: Yes, sir.

MR. STERRY: That is on that theory. And on the theory that this evidence is admitted on that, I make the further objection that in my judgment there is no evidence of any foundation laid to show any damages beyond the time of the filing of the complaint, for wrongful acts claimed to have been committed prior to it.

THE COURT: Mr. Sterry is merely discussing the case. The Plaintiff purports to show that, or rather, he starts in with this lower line there which shows the actual gross, as I understand it. He shows another line which he claims would have been the case except for the acts, certain acts which he thinks have been proven against the Defendant, performed by the Defendant. Well, now, that is his theory of the case. I fail to see why he may not properly show that or why that is subject to any objec-

(Testimony of Don G. Westbrook)

tion. Its accuracy, probably, of course, being the subject of complete and exhaustive cross examination. That is my present view. I have not analyzed the reasons given and I could not state precisely the theory of the witness, but I suppose that will be properly ventilated when it is subjected to cross examination. Let the documents be admitted.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 176.

The chart and the addenda thereto were thereupon received in evidence and marked Plaintiff's Exhibit 190 in evidence. A true and correct reproduction of said Plaintiff's Exhibit 190 in evidence follows:

(Photostat)

MR. GLENSOR: I offer in evidence the summary or tabulation of the figures carried out by each of the three lines, as testified to by Mr. Westbrook.

MR. CLARK: That is objected to on each and all of the grounds stated in our objection to the offer of the chart and the addenda thereto.

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 177.

The summary tabulation was thereupon received in evidence and marked Plaintiff's Exhibit 191 in evidence. A true and correct reproduction of said Plaintiff's Exhibit 191 in evidence is as follows:

SPECIAL SITE SIGN COMPANY

GRAPH OF ANNUAL GROSS INCOME

Increase in actual gross income
(BLACK LINE)

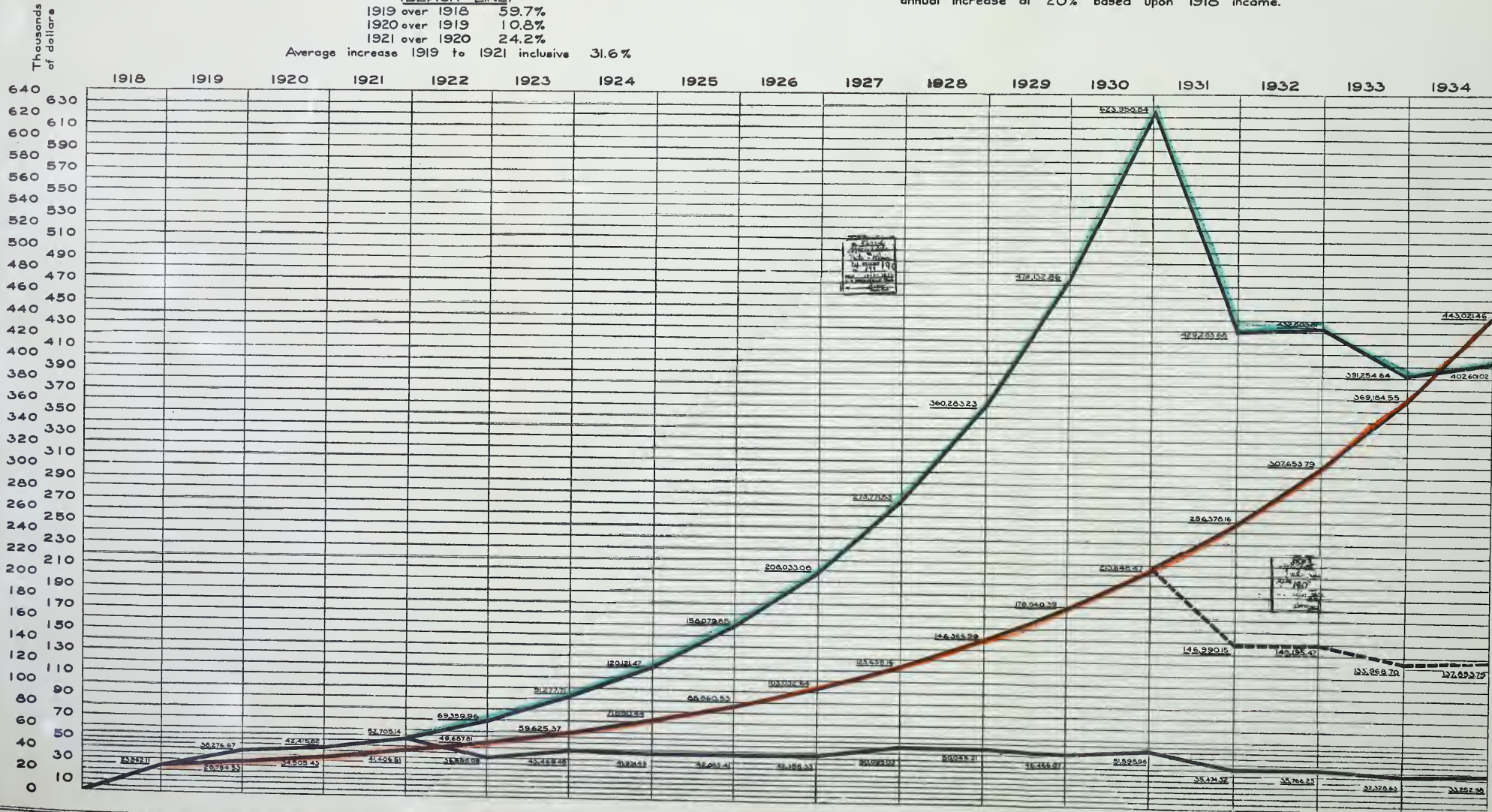
1919 over 1918 59.7%

1920 over 1919 10.8%

1921 over 1920 24.2%

Average increase 1919 to 1921 inclusive 31.6%

RED LINE represents potential gross income with an annual increase of 20% based upon 1918 income.



[PLAINTIFF'S EXHIBIT No. 191.]

	BLACK LINE			GREEN LINE		RED LINE		RED LINE		With Adjustment for Years 1931 To 1934 Inclusive.				
	Gross Income Actual	Percentage Increase or Decrease	Average Percent Increase	Actual Gross Income 1918 to 1921 Inc.	Potential Gross Income Annual Increase 31.6% 1922 to 1930 inc.	Potential Gross Income 1931 to 1934 inclusive	Percentage Increase or Decrease 1919 to 1934	Actual Gross Income 1918	Potential Gross Income 1919 to 1934 inclusive	Percentage Increase or Decrease	Actual Gross Income 1918	Potential Gross-Income 1919 to 1930 inclusive	Adjusted Gross Income 1931 to 1934 inclusive	Percentage Increase or Decrease
1918	23,962.11			23,962.11			0	23,962.11	23,962.11	0	23,962.11		23,962.11	0%
1919	38,276.67	59.7%		38,276.67			59.7%		28,754.53	20%		28,754.53		20%
1920	42,415.82	10.8		42,415.82			10.8%		34,505.43	"		34,505.43		"
1921	52,705.14	24.2	31.6%	52,705.14		157,359.74	24.2%		41,406.51	"		41,406.51		"
1922	36,588.09	*30.6			69,359.96		Av. 31.6%		49,687.81	"		49,687.81		"
1923	43,469.45				91,277.71		"		59,625.37	"		59,625.37		"
1924	41,931.49				120,121.47		"		71,550.44	"		71,550.44		"
1925	42,083.41				158,079.85		"		85,860.53	"		85,860.53		"
1926	42,358.33				208,033.08		"		103,032.64	"		103,032.64		"
1927	50,095.03				273,771.53		"		123,639.16	"		123,639.16		"
1928	50,046.21				360,283.33		"		148,366.99	"		148,366.99		"
1929	46,466.07				474,132.86		"		178,040.39	"		178,040.39		"
1930	51,598.96				623,958.84	2,379,018.63	"		213,648.47	"		213,648.47	1,138,118.27	"
1931	35,474.32					429,283.68	*31.2 %		256,378.16	"			146,990.15	*31.2 %
1932	35,766.23					432,803.81	.82%		307,653.79	"			148,195.47	.82%
1933	32,328.63					391,254.64	*9.6 %		369,184.55	"			133,968.70	*9.6 %
1934	33,252.98					402,601.02	2.9 %		443,021.46	"			137,853.79	2.9 %
				698,818.94		4,192,321.52			2,538,318.34	"			1,729,088.49	

		1918 TO 1934 INCLUSIVE	
(Red Line With Adjustment)	Gross Income	1,729,088.49	
	Potential Net Profits at 25%.....		432,272.12
	Less Actual Net Profits.....		24,054.41
	DAMAGE.....		408,217.71

*These items shown in red ink.

No. 5673-C. Special Site vs. Foster & Kleiser Pf Exhibit No. 191 Filed 12/27 1934 R. S. Zimmerman, Clerk By Cross Deputy Clerk

(Testimony of Don G. Westbrook)

MR. GLENSOR: I offer in evidence the computation or summary of the loss, made by the witness, showing 25 per cent of the difference between the figures represented by the black line and the figures represented by the red line on the chart.

MR. CLARK: That is objected to on each and all of the grounds stated in our objection to the offer of the chart and addenda thereto.

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 178.

The computation or summary of the loss was thereupon received in evidence and marked Plaintiff's Exhibit 192 in evidence. A true and correct reproduction of said Plaintiff's Exhibit 192 in evidence follows:

(Testimony of Don G. Westbrook)

[PLAINTIFF'S EXHIBIT No. 192.]

BLACK LINE

	Actual Gross Income	Percentage Increase or Decrease	Average Percent Increase
1918	23,962.11		
1919	38,276.67	59.7%	
1920	42,415.82	10.8%	
1921	52,705.14	24.2%	31.6%
		[This figure in red ink.]	
1922	36,588.09	30.6%	
1923	43,469.45		
1924	41,931.49		
1925	42,083.41		
1926	42,358.33		
1927	50,095.03		
1928	50,046.21		
1929	46,466.07		
1930	51,598.96		
1931	35,474.32		
1932	35,766.23		
1933	32,328.63		
1934	32,252.98		
	698,818.94		

(Testimony of Don G. Westbrook)

RED LINE

Actual Gross Income 1918	Potential Gross Income 1919 to 1934 Inclusive	Percentage Increase
23,962.11	23,962.11	0%
	28,754.53	20%
	34,505.43	"
	41,406.51	"
	49,687.81	"
	59,625.37	"
	71,550.44	"
	85,860.53	"
	103,032.64	"
	123,639.16	"
	148,366.99	"
	178,040.39	"
	213,648.47	"
	256,378.16	"
	307,653.79	"
	369,184.55	"
	443,021.46	"
	2,538,318.34	
Gross Income 1918 to 1934 inclusive	\$2,538,318.34	
Less Actual Gross Income..	698,818.94	
	1,839,499.40	

(Testimony of Don G. Westbrook)

Potential Net Profits @ 25%.....	\$459,874.85
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[This figure in red.]

DAMAGE	\$459,874.85
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No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 192 Filed 12/27 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

CROSS EXAMINATION

BY MR. CLARK:

I did not calculate the average per cent of increase per year in the average net profit of the Special Site Sign Company. I couldn't tell you whether or not the average per year exceeds four per cent, I don't know. As indicated on that chart, the depression began to be felt by our particular company by the end of 1930, at least the figures make it appear that way. It might have started some time before that but it is not reflected by our figures. The drop between 1928 and 1929 was undoubtedly due to the fact that Foster & Kleiser prosecuted a very severe campaign against the Special Site Sign Company during that period I know they did. I was connected with Foster & Kleiser until August, 1928 and I was connected with Special Site Sign Company in 1929. My first work with them was in January of that year. I actually opened my office where I did selling in San Francisco on May

(Testimony of Don G. Westbrook)

1st. My capacity with them was that I was their exclusive sales representative in San Francisco.

I consider that I have been in a more or less independent capacity in the outdoor advertising business since May 1, 1929 as an agency and also a part plant owner. The agency was an exclusive outdoor advertising agency. I was in that about a year and a half, to the best of my recollection. During that period I became a part plant owner. I couldn't answer offhand how long I was the owner of a plant or part of a plant. When I was exclusive sales representative for the Special Site Sign Company in San Francisco I was also exclusively selling in that same territory for seven or eight other companies. So, during that period, I was not only selling for the Special Site Sign Company but was also selling for the seven or eight other companies. When I was a plant owner, my plant was very small. I only got started in the business and only had a few boards erected, possibly half a dozen. I couldn't tell you offhand what the gross income from those boards and the operation of that plant was. My net profit from the operation of those boards was nothing. I did not make any net profit. I was only in that business a short time and I depended upon the income from my brokerage business or exclusive sales business to get me started in this other business. I had a very fine income from my sales business. Then after the Foster & Kleiser Company purchased the La Fon Company and my sales dropped off and my income with it, I no longer had that income to keep up my end of my investment in the plant. I had as an equal partner in that business Mr. Charles King and we were just starting in San

(Testimony of Don G. Westbrook)

Francisco. The business was only continued for a short time and I sold out my interest to Mr. King and took in a lump sum the value of the contracts which were on that plant. Therefore, the profits were never figured. I made some profit in the operation of the plant. I can't tell you how much. My books of account are in San Francisco. They are not available. I don't know if they have been destroyed. I did not put them away. They became lost. I could reconstruct them over a long period of time, possibly two months.

I am a Vice President of the Special Site Sign Company and have been for about two years. I just have a qualifying share of stock in the company. As Vice President of Special Site Sign Company I handle sales and leasing. The experience I have had with Foster & Kleiser Company as a leaseman at San Francisco, lease manager at Los Angeles, in the sales department at San Francisco, and my experience with the Special Site Sign Company and my experience as a plant owner for myself along with Mr. King, are the only experiences I have had in operating an outdoor advertising plant. I had a little experience in the mid-west, but I would not count that anything. It was very short. I was a leaseman at Toledo; that did not have a thing to do with the operation of a plant. None of the companies with which I have been connected and have had experience have ever made a net profit of 25 per cent.

I didn't say that the Special Site Sign Company could have made a net profit of 25 per cent on a gross of \$623,-958.84 in 1930. You read your figures incorrectly. You are taking the figure for the green line on the chart and

(Testimony of Don G. Westbrook)

applying the red line percentage. The profit which I figure we should have is 25 per cent on the red line.

MR. CLARK: You give us in the light of your experience now as a plant operator the reasons why you tell the jury that the Special Site Sign Company could have made 25 per cent on \$443,021.46 gross in 1934; what is your first reason?

A I don't give any reason.

Q You understood the question, didn't you?

A Yes, sir.

THE COURT: He has answered the question.

MR. CLARK: He said he does not give any reasons, your Honor.

THE COURT: Yes.

BY MR. STERRY:

The formula I gave for valuing outdoor advertising leases was based upon advertising leases similar to those used by the Special Site Sign Company and Foster & Kleiser Company. I am familiar with the leases they employed. I know that there are two forms employed by the Special Site Sign Company, one a pink form which provides for a lease of one year with an option of five, and a blue form somewhat similar to Foster & Kleiser Company's lease in wording. Both of those forms do not provide for the surrender of the lease if the property is used for other than outdoor advertising or is sold. The Special Site Sign Company's lease was not a straight lease and there would be an exception, but not the one you named. Under the lease which the Special Site Sign Company took, they could hold the property if it was sold. I took 17 leases for the Special Site Sign Company

(Testimony of Don G. Westbrook)

in July and the first week of August, this year, and every one of those was a straight lease. I didn't investigate the particular leases that have been introduced here in evidence with any particular care and it is not within my knowledge exactly what those leases contain. I was merely speaking from my knowledge of our lease forms generally. The terms of the lease would make a difference in the way I valued it, if you were taking particular locations, but over a period of time you can strike an average. In getting a formula to value leases, the terms of the lease do make a difference. It was not my understanding when I said that there was a formula by which the leases that were lost could be valued, that those leases were straight leases and were not subject to cancellation if the property were sold or used bona fidedly for other than advertising purposes. In making this formula I think that it could be applied generally to all the leases that the Special Site Sign Company had regardless of where the property was located. My formula is to determine what we could sell the advertisement on the leased location for, multiply that by 72 and take 25 per cent of that. If it were a key location, we added to it one-third or $33\frac{1}{3}$ per cent. I think that the formula, including the addition of the $33\frac{1}{3}$ per cent to the 25 per cent, could be applied to all of the Special Site Sign Company's locations. Nearly all of them that we lost were key locations. You can apply that formula to all locations regardless of the location of the property leased; I think you could. I made a distinction between the two types of locations we had, whether they were key locations or not key locations, in that, we considered that in a key

(Testimony of Don G. Westbrook)

location we add to our first appraisal one-third of the amount of that so as to provide for its value to the plant as a whole. When you asked me if that could be applied to all of our leaseholds or locations, we would have to make a distinction in the application of that formula in order to have it correct. It is not my formula to take the income which I think I could get from the leased location and multiply that by 72 and then before you take 25 per cent, if it is a key location, you add a third to that figure that you get by the multiplication. We don't do it that way. If we get a lot on which we have a lease to figure the value of that, we decide what we could sell the advertising space for and then we multiply that figure by 72, providing that the figure is a monthly figure, then you take 25 per cent of the result. Assuming that that 25 per cent of the result is X dollars, you add to that X dollars one-third of its amount due, if it is a key location; if it is not a key location, we would let the figure stand as it is. If you take this formula consisting of adding one-third, you could fairly apply that to locations that were out in the country where we could get any amount of space. A place might be a key location where there was plenty of other space just like it to be leased. I wouldn't decide that a location was a key location which was a sign on a country road and that there was any quantity of vacant property that we could lease just as good on each side of it. I would have to have more factors. If it were on a boulevard out in the country and there was plenty of property in the immediate vicinity of the same character that would give you the same kind of a show-

(Testimony of Don G. Westbrook)

ing, I would call it a key location providing it had a long approach, heavy traffic by it and could easily be read by the travelling public and there were no conflicting factors that entered into the value of the location, and that the topography of the road was such that a good structure could be built and maintained and all the other factors that enter into the value of an advertising structure. If you have a location on the boulevard between here and Santa Barbara on the main highway and it had all the features I say that it had to have so as to call it a key location, but you could rent a site a hundred feet either way from it that would give you the same advertising value, the same exposure and everything else, *if* it were a good location, I would still feel that I was justified in adding 33-1/3 per cent to my X dollars because if it is a real good location it helps to sell those that are not so good. If we have a location that we leased for \$12 a year and some one came along and wrongfully took it away from us and we could go down the road 150 feet and secure another location for \$10 or \$12 or \$15 that would have exactly the same length of approach and where we could put our posters exactly the same, under that situation I still say we would be justified in adding 33-1/3 per cent to the X dollars. That is my testimony.

In getting this figure I take the amount that I figure we should be able to sell the site for rather than the actual amount that we do sell it for because when I appraise the location I fix the value according to my best idea of what I can sell that type of structure for on that particular location. Assuming that the Special Site Sign Company has gotten a location, has built a bulletin and has sold

(Testimony of Don G. Westbrook)

the advertising on it for a certain amount of money and that location is lost, the justification for taking a higher figure than the one for which it was actually sold is that the Special Site Sign Company had been forced to sell what they term "broken showings", due to the fact that they have not a complete showing of posting or perhaps a complete showing of paint. Therefore, they are handicapped in their selling.

I am an officer of the plaintiff and I understand they are suing for damages. And I understand that my testimony is being given in aid of their case.

Assuming that we have sold a certain location for a certain amount of money over a certain period of years and we are wrongfully evicted from it and we are asking damages for it, and applying the formula to fix the value of that lease, I do not take the money we actually got from it but the money we ought to have gotten and were unable to because in appraising a location, and I can only speak for the way that I would appraise it, I would appraise it according to the amount which I could sell it for, in my opinion, and that amount is based upon what I have sold and comes from my experience in this business.

Q Now, when you say "that you would sell it for," do you mean you would sell it for if you were selling Foster & Kleiser service or selling for the Special Site Sign Company?

A Well, in a number of cases I sold for the Special Site Sign Company and got higher prices than I could selling for Foster & Kleiser.

(Testimony of Don G. Westbrook)

Q I thought you said you could not sell higher because you had broken showings and were unable to sell anything on account of this terrible competition you were under?

A You were speaking about certain locations.

Witness continuing: When I have a site and I appraise it, assuming I do not get the money for it that I think we are going to get but sell it for a good deal less and the sign is taken away from us, I feel justified in adding that higher figure when I am unable to sell it for that, for this reason, that the reason that we can't get that price appears to be because of the acts of conspiracy, sabotage and espionage on the part of the defendants. Taking our site and assuming that all that I am valuing is the loss of that particular site under the sabotage and espionage, and if this is still going on I have only gotten X dollars for it and if I keep it I continue to get X dollars for it, I say that if it is taken away from me and used, I should ask XY dollars for it. I justify that because I feel that the real value of that location is the value it would be if we were not being robbed of our rights on the location and, therefore, I appraise it according to the way it should be appraised if we were legally protected in our rights on that location. My idea of the value of a leasehold interest is what it is worth. That does not mean what we could sell it for to somebody else who wanted it for substantially the same purposes. I think that a leasehold interest has a value much more than it could be sold for. If I had gone out and rented a corner that is what we call a key location but I haven't gotten ready to put anything on it and

(Testimony of Don G. Westbrook)

an illegally evicted from it, the formula could still be used. I think that it would be fair to the other fellow whom I was asking to compensate for it. I don't think that the only question in that unused leasehold interest is the question of its value as to what you could sell it for if someone else wanted to use it for that or some other essential purpose. I do not know whether I could sell a leasehold interest, as distinguished from the advertising on it, built or unbuilt, valued on that formula to an outdoor advertiser or anyone else. I have never figured out how long it would take a person engaged in the advertising business to get his money back, under this formula. I don't know whether it would be $8\frac{1}{2}$ years or not.

Q I show you now—what exhibit is this?

MR. GLENSOR: It is not in evidence yet. Read it to him.

MR. STERRY: It is the same that you have been using.

MR. GLENSOR: There are dozens of them in evidence.

Q BY MR. STERRY: I show you a lease which counsel states is similar, and ask you to read this clause: "It is expressly agreed, that the lessor may order the advertising sign-boards removed at any time by giving the lessee thirty days' notice in writing, in case the lessor sells the premises, or improves the same by erecting a building on said premises, or leases said premises for other than advertising purposes, and upon consummation of said sale, or improvement thereon, evidenced by passing of deed or building permit, respectively, the lessor shall

(Testimony of Don G. Westbrook)

refund to the lessee the rent paid in advance prorata, from the time of the removal of its boards. In case the boards should be removed pursuant to any such notice, and the proposed sale or improvement should not be made forthwith, then the lessee shall again have the exclusive right to replace its boards on said premises, and this lease shall continue in force for the term above mentioned." Now, did you know, as a matter of fact, that all of these pink forms of leases used contained that clause?

A Yes.

Witness continuing: Mr. Sterry, I did not say all their leases were binding upon the lessor. Over a period of time we had at least six or eight different forms of leases to meet the conditions that we had to work under. And the A-1 form of lease, which we use now, cannot be canceled unless the property is improved by the erection thereon of a permanent building. Other leases that we used, such as the one that you just now read, have those conditions, and those pink leases are mostly the older form of leases which we do not use any more.

Q Now, the blue form of lease contains this clause: "In the event said property is improved by erecting thereon a permanent building, this lease shall thereby be terminated; the lessee shall, upon the return to it of all rent paid for the unexpired term of this lease and upon thirty days' written notice from the lessor that such permanent improvements are to be made, remove said signs and structures from said property; in the event such improvements shall not be commenced within thirty days after the removal of such signs and structures, the lessee

(Testimony of Don G. Westbrook)

shall have the right to re-enter said premises and reconstruct said signs and structures." Now, you would regard that as a much better lease for the outdoor advertiser than the one on that pink form, would you not?

A Oh, yes.

Witness continuing: I would consider this blue form A as next to the best form for the outdoor advertiser. The best form would be a ground lease or one that cannot be cancelled. If we had a lease on this blue A-1 form and lost it, in this particular case I would still apply the formula. If I had a lease under the pink form and lost it, I would still apply the formula. It is true that there are many more contingencies of failure under the pink form but in cities and towns where there is no Foster & Kleiser competition, many times you don't need a lease of any kind whatsoever. A verbal permission will carry on the property for years and the pink form there is sufficiently good to take care of outdoor advertising if you have honest competition. I have operated in towns where there has been that ideal condition, in Toledo, Ohio and at Spokane. The pink form of lease gives a good many more contingencies under which a lessor can cancel the lease and our term is not nearly so secure under the pink lease as it is under the blue. Nevertheless, if we lost a lease, I would still figure its value on the same formula because we are applying the law of averages in our business. In making this formula I took into consideration the fact that in a large community you normally lose a number of leases even if there is not any competition. If you were called to carry on an outdoor advertising business a loss of a certain amount of advertising structures

(Testimony of Don G. Westbrook)

is something you have got to anticipate. During the years I was in Los Angeles there was a very great real estate boom on and property was changing hands very rapidly. Even Foster & Kleiser lost a great number of leases. I was up north when the miniature golf course craze struck Southern California. We had a few courses up there. We lost very few locations on account of people wanting to turn their property over to miniature golf courses. I know that throughout Oakland and San Francisco a great number of locations were lost because of the changing of property to golf courses.

I multiply the monthly income that I assumed I could have received by 72 because the average expectancy that we would have upon a lease we thought would be 72 months. From my experience, realizing that each individual lease varies, I would say that the average lease runs for much longer than six years. I do not say that the average life of our leases was six years. We reached that figure by scanning our business and looking at the locations upon which we had had not quite so much trouble. We had stayed on these locations longer and on a number of times the company had been on them for many, many years. After looking the situation over and taking into consideration the fact that we were making an estimate which would not include illegal practices of competitors, we estimated, and my experience told me, that six years would be a very conservative figure to establish as an average for a plant. In taking an average it is true that you would find leases longer and shorter, but I was honest in assuming that 72 months was a fair average of the time that an outdoor advertiser was per-

(Testimony of Don G. Westbrook)

mitted to remain on the premises where there was no unfair competition. If we had been on this property five years and six months, I would still assume that you should value the lease of that six months under this formula. It is just as valuable at that point if it has been left alone and possibly more valuable than the day we took it. If we had a binding lease for six years and no question of renewal, I would figure that the loss of the last six months would cause as much damage as right after the lease was executed because without any illegal interference we would naturally expect to renew a lease. I have said that 72 months was a fair length. I do not want to change that. I think absolutely that if we stayed on the premises five years that you could still apply that formula. The length of time doesn't make any difference when you are applying an average rule.

A change in traffic conditions would in the majority of cases cause the place to increase in value. Very frequently many places have been lost or passed out of value when there was a new highway built. If it is a cut-off or better route, the older location would pass out. I know the old Ridge Route between here and Bakersfield and also the new cut-off. If we had an advertising sign on the old Ridge Route before the new cut-off and we lost it after the new cut-off, I would not apply this formula to it. We applied this formula not because of what the State did. I also would like to reiterate that we are applying the law of averages to the business and our expectancy is 72 months on every lease we have.

On this chart I figured 25 per cent net earnings from the gross. I could not name any other business, out-

(Testimony of Don G. Westbrook)

door advertising or otherwise, that made that much. I don't think 25 per cent is just a little speculative and guess. In my line of business I know that whether we make a gross profit or a loss is always a matter of speculation until we balance the books at the end of the year. I know that many factors enter into the thing and that many companies well-managed have shown a loss when they have had their largest incomes. I took this 25 per cent because we have our records and our cost system. We know what it costs to build and what it costs to sell. We take into consideration the selling costs, the leasing costs and the operating costs, and by computing those we can estimate as to how much our net profits should be if we were left alone. I believe it would be safe to say that if Foster & Kleiser had not spent several millions of dollars interfering with competitors, as is shown by their records, that there were certain years during the period when they would have made 25 per cent net profit. I don't know of any company that has actually made 25 per cent from the outdoor advertising business. Most of the companies that are best established are members of the same association of which Foster & Kleiser are members, and they get the business through the Bureau in the same way. Assuming that they are all members of the same association as Foster & Kleiser, I do not know of any of them that have made 25 per cent. I did not say that I arrived at the conclusion that we should have made 25 per cent if we had not had any competition. We would not have cared if there had been. In figuring that we would make 25 per cent, I made no allowance for other companies coming into the field. If Foster & Kleiser had

(Testimony of Don G. Westbrook)

not prevented us from carrying on business as they had, a great number of other companies would have entered into the advertising business and, if they had entered, that would have given us just that many more sales connections and in other cities. Every time Foster & Kleiser bought out an advertising company that meant that we did not have sales connections in the city where that company operated. If other companies had come into the cities where Foster & Kleiser were doing business and had bought them out, we could have had them to represent us and made a profit on that business. Then, in turn, we could have sold for them in our territory and could have gotten a commission. It would have been a two-way proposition and with them coming in our profit should have been greater than if there were no competitor of any kind here on the Coast. We figured that if the illegal acts of Foster & Kleiser were removed that there would be other companies entering Oakland in the same territory that we were in, in competition with the Special Site Sign Company. I understand that if there were several companies operating in Oakland that they would necessarily be bidding for the leases that we wanted; that would not necessarily run up the cost of our leases. I would not say that the amount of outdoor advertising space to be had was limited. The conditions are changing constantly. The key locations, of course, on a certain street within a certain area are limited. Outside of that the locations are not limited.

If, in the City of Oakland, there were five additional outdoor advertising companies appeared and started to bid for locations, that would certainly increase rentals.

(Testimony of Don G. Westbrook)

I know that most of the large advertising is done through agencies. The outdoor advertising industry has from the very beginning been in competition with general forms of advertising. It is not true that just a certain percentage of the money spent on advertising goes into outdoor advertising. The amount of money that is spent on outdoor advertising depends a lot on the salesmanship of the people offering it.

During my experience in the business I never knew of a condition arising to the extent that the media of outdoor advertising was threatened with destruction from legislation and zoning ordinances and the advertisers threatening to abandon it entirely. I have heard something of it but that was a long time before my coming into this business. I do not know that certain of the large oil companies in this State, notably the Standard Oil Company, started doing their own outdoor advertising and putting signs along the highways to such a point that they had aroused the public resentment against them and a boycott of those companies. According to my information, the Standard Oil Company spent many thousands of dollars over a period of time in putting outdoor advertising out of business. They gave prizes to get people to send in stories and pictures depicting bad outdoor advertising. At the time the Standard Oil Company of California was doing that, the Standard Oil Company of New Jersey and other places was using outdoor advertising on the highways. After they had conducted that campaign for some time, they commenced using outdoor advertising and are using it today in spite of the fact that they spent many thousands of dollars fighting it a few

(Testimony of Don G. Westbrook)

years ago. Apparently they thought that campaign was not successful or they would not be buying it now. It did not seem to me that it hurt the outdoor advertising business a bit. It seemed to me it helped it.

I know that in 1928 the advertising business fell off throughout the United States and the percentage of moneys spent on outdoor advertising commenced to decline and has been steadily declining. I think that was generally the case but it did not apply to Special Site Sign Company. It is a fact that in 1928 the percentage of money spent on outdoor advertising was less than it had been in previous years. The entry of radio into the advertising field was a contributing factor in that decrease. I suppose it is a fact that these associations of which we complain that Foster & Kleiser belonged to, the Outdoor Advertising Association and the Poster Advertising Association, have been spending a great deal of money and effort to sell the media generally to advertisers. They say that they have for years been battling to increase the standard of regular outdoor advertising. I don't know that that is true for the last five years, I don't think so. The plaintiff is a member of the Independent Association to improve outdoor advertising. It is not a very active association at the present time. I have no direct information regarding it.

My company has made an effort to bring its facilities before advertisers to sell its service by direct sales efforts, calling upon accounts, interviewing advertisers and calling upon the agencies. We have sent a person to the East to contact large eastern advertisers and eastern agencies. We had a man by the name of Mayan in New York in

(Testimony of Don G. Westbrook)

1929, and a man by the name of Bender in Chicago in 1929. I don't know how long these men represented us or how active they were. I made an attempt to list our services with the Bureau in 1929. I gave them a list of the services that we could render in writing. I do not have a copy of it and can't produce it because I don't recall what it was.

I testified on my direct examination that leasemen were instructed to draw a comparison between the appearance of the competitors' boards and Foster & Kleiser's boards and use that as a means of possibly unsettling the lessor of the competitors' property. That means that I point out that Foster & Kleiser's men should consider the superiorities of their service and compare them with the possible inferiorities of the competitors' service. At certain times Foster & Kleiser's boards were superior and the service was superior to competitors.

REDIRECT EXAMINATION

BY MR. GLENSOR:

When Mr. Clark asked me what reasons I had for saying that the company should make a 25 per cent profit with fair competition and I stated that I gave no reasons for it, I must not clearly have understood the question. I have reasons as a basis for the opinion which I gave. This is the period from 1918 on when business generally was progressing in this country. The advertising business particularly was increasing by leaps and bounds. The sales of the outdoor advertising media generally had more than doubled in the United States, and as far as the Foster & Kleiser Company is concerned, I had access to some of

(Testimony of Don G. Westbrook)

their figures and during that period their sales had more than doubled, so there was one reason. Another reason was that if the Special Site Sign Company's employees had been permitted to spend their time on constructive work rather than mending fences and had the time to go out and sell instead of trying to protect themselves and their locations and had had time to keep their structures in good shape, that it would be comparatively easy to build up their sales without building up their expense. Their office and equipment and yard were large enough to have done many times the work that they have done without increasing the expense very much, and it would have been possible to have increased their income and their net profits without having increased their expenses in the same proportion. It is my opinion that the figures that I gave are conservative.

I was questioned to a considerable extent about a hypothetical location out on an open highway and whether that would be a key location and whether I could go down the road a half a mile and rent a location just as good. Assuming that I could go down and rent another location, it is a fact that the factor of moving an advertiser who is actually on the board which we have lost is a tremendous problem. It is also a factor in determining whether or not a location is a key location whether one of our advertising customers considers it a key location for his advertising purposes. One advertiser will not always consider a location a key location which another advertiser does. If he has been sold upon a series of bulletins or a showing of poster panels and has contracted for them and he loses one of those locations, it almost always causes a

(Testimony of Don G. Westbrook)

certain amount of trouble because we have got to resell him on a new location. He will use that as a basis of trying to work the price down and buy cheaper because he will say that he is dissatisfied with the new location.

I believe that I had been connected with the Special Site Sign Company a short time before the Coast Advertising Company went out of business. I had known that they were in competition both with Foster & Kleiser and the Special Site Sign Company. I understand they went into bankruptcy. During the short time that I was with the Special Site Sign Company before the Coast went into bankruptcy, I was in competition with them only indirectly. At that time they were getting into a pretty bad state financially and I did not have much competition with them.

I recall the testimony that has been given here about the National Outdoor Advertising Bureau being a collection of advertising agencies. I would say that those agencies are practically all of the big national agencies. The National Outdoor Advertising Bureau has Pacific Coast representation and if you wish to do business with it, you can try to do it with the San Francisco office.

I testified that with fair competition Special Site Sign Company could have made a 25 per cent profit. I recognize that they did not make 25 per cent. I have borne in mind the fact that as a result of this operation the Special Site Sign Company has been forced to sell in broken showings and in making a profit of 25 per cent, I have assumed that they would not have to continue to sell in broken showings but could retain their leases long

(Testimony of Don G. Westbrook)

enough to make up parcels of paint displays and showings for poster panels which would enable them to sell on schedule prices rather than on broken showing prices.

During the time that I have been with the Special Site Sign Company I have contacted many of their lessors. I have found that some of their current leases which they have not lost have been in effect for a great many years. I have come in contact with lessors whose property we have occupied for a period of eight, ten or fifteen years. It was from a survey of the whole business that I concluded that six years was a reasonable expectancy for the life of a lease without interference. To my knowledge the Special Site Sign Company did not maintain any systematic contact on the lessors of Foster & Kleiser nor did they keep any list or record of their locations. They never kept any list of the Coast locations when they were in business there. As far as I know we got along all right with them.

BY MR. CLARK:

After I had filed a list of the facilities of the Special Site Sign Company and other independent advertising companies with the National Outdoor Advertising Bureau, I followed that up by soliciting the Bureau to place business on the independent plants. I made calls upon them a great number of times at the San Francisco branch. I know that the Bureau says that it does not and never did select the plant upon which the business is placed. I don't believe it. I know as a matter of fact that if the business is put through the Bureau sometimes the advertiser selects the plant upon which the business is to be posted and sometimes the agency does.

Mr. Glensor thereupon offered in evidence 68 office record cards, as one exhibit. These office record cards were received in evidence and marked collectively Plaintiff's Exhibit 193. Said exhibit was thereupon read to the jury and is in words and figures as follows:

[PLAINTIFF'S EXHIBIT No. 193.]

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. HWY LEASE NO.

LOC. Foothill Blvd SL 1 Mi E Estudillo Ave
(San Leandro)

LEGAL

LOC.

LEGAL

OWNER M. S. DAVILLA
MR. COSTA

ADDRESS Box 14, Route 2, R. F. D.
Opp. Knox Ave. on E 14th St.

Date	Am't Offered	By	Contact Data	B2	4TA
------	--------------	----	--------------	----	-----

Under lease to Special Site Sign Co. @ \$50.00 yr S/A 5 years from 1927.

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO

13th & Alice NE 100x50
 LOC. ~~13th & Alice NE~~ (res) 75x25'
 LEGAL Blk 195 Lot + Kellersberger's Map of Oak-
 land Lot 1, 2 & So. 1/2 of Lot 28
 LOC.
 LEGAL
 OWNER LILLIAN & J. D. ISAACS
 ADDRESS c/o G. M. Richardson, Oakland Bank Bldg.
 ITA EXTRA TIGHT

Date	Am't Offered	By	Contact Data	A3
------	--------------	----	--------------	----

See former office record in file.

8- 6-28	WAH	Morris in L. A. until about Aug 10th		
8-10-28	WAH	" promises to see tenant personally and have signs removed. Says Sweeney refused to accept reg. letter requesting removal. See in about 2 weeks.		Up 9-25-28

Date	Am't Offered	By	Contact Data
4- 3-29	WAH	Morris	expects to lease for Auto Parking soon. Can do nothing while present tenant is in house. Up 6-10-29
6-15-29	WAH		Nothing can be done until more definite news of erection of P. Of- fice is obtained. Up 8-20-29
8-27-29	WAH	Mr & Mrs Morris	advise estate now being settled. When completed, they will control. Want call later. Up 11-10-29
11-16-29	WAH	P. O.	going in across street. Want to await developments. Up 12-29-29
12-27-29	WAH		Unable to learn just when Gov't is to actually start erection of new Post-Office across street. Will consider no propositions at present. Up 1-28-30
2- 1-30	WAH	Morris	out of city for ten days. Up 2-17-30
2-27-30	WAH	Morris	in N. Y. for several weeks. Up 3-15-30
3-20-30	WAH		Still in N. Y. Up 4-10-30

- 5-22-30 JHB Morris very friendly but does not want to give us adv. privileges over tenant's head. Very anxious to tear building down if he can get something on lot to even pay the taxes. Up 8-10-30
- 8-20-30 WAH Nothing can be done at present. Up 10-15-30
- 10-17-30 WAH Letter to S. F. requesting contact. Offering \$20.00 for 6 Sh \$60.00 for two posting panels. Up 11-20-30
- 10-31-30 WAH S. F. reports "situation remains exactly as outlined in letter. However, Morris very friendly to us & assures that before they ever do anything re. leasing for adv. we are to have first opportunity to lease." Up 1-16-31
- 1- 7-31 WAH S. F. advises no progress can be made with Morris' until present tenancy changes. Up 1-13-31
- 3-19-31 RNC Tenant here says no adv. to be allowed on property. 6 sheets there now to be removed. Up 5-20-31
- 6-18-31 WAH O. K. to pass contact. Up 9-4-31
SEE NEW CARD

[Crest]
Foster and Kleiser
COMPANY

CITY	Oakland	CLASS	HWY	LEASE NO
LOC	San Pablo & Santa Fe R. R. Crossing SW			
LEGAL	Lot 2, Block 4, Alta Punta Tract			
LOC.				
LEGAL				
OWNER	STEGE FLORAL CO.			
ADDRESS	R. F. D. #1, Box 32-B, Berkeley.			

		Am't			
Date	Offered	By	Contact Data	B2	4TA
			Under lease to Special Site Sign Co. 10 yrs from Aug. 1924 @ \$15.00		
11-	6-28	RW	Property occupied by Jap Nursery. Tenant doesn't speak English. Get ownership.		Up 2-12-29
	6-18-29	RW	Owner says S. S. S. has 5 more years at \$15.00.		Up 12-10-29
	12-16-29	RW	S. S. S. have good lease		Up 7-20-30
	7-23-30	RW	Lease still holds.		Up 2-20-31
	2-19-31	RW	Rent paid to Aug. 1931.		Up 8-10-31
	9-17-31	RW	Another year's rent paid. Situation same.		Up 3-17-32
	3-22-32	RW	Structure still on property.		Up 11-1-32
	11-10-32	WAH	Check at later date.		
	3- 1-34	EAD	Structure advertises Drake Hotel.		

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

LOC. E 14th & 89th NW 40x100

LEGAL Lot 27, Blk 4579 in Madison Square

LOC.

LEGAL

OWNER JUNIOR MONARCH HAY PRESS CO.

ADDRESS San Leandro

Date	Am't Offered	By	Contact Data	B2	2TA
			Under Lease to Special Site Sign Co.		
1-10-29		ED	Mr. Holmes, bldg. inspector, said sign will be removed. Sign built con(-trary to City Ordinance)		
1-17-29		ED	Spl Site has been given notice to remove sign.		
3-20-29		HHW	Bldg Inspector advises structure must be removed.	Up 5-1-29	
6-15-29		ED	C. J. Heinemann, Bldg Inspector, said Mr. Holmes will return to office.	Up 6-19-29	
6-19-29		ED	Mr. Holmes, Bldg. Inspector, advises structures will be removed, after		

7-10-29	ED	Mr. Holmes will take it up with the Commissioners. Up 8-30-29
9- 5-29	WAH	G. A. H. has matter under discussion with Holmes of City Permit Dept.; allow to pend for time being. Up 9-30-29
10- 8-29	WAH	Structure still there. Nothing has been done by City Inspector as yet. Up 12-15-29
12-21-29	WAH	No change as yet. Up 2-5-30
2-24-30	WAH	Nothing new on this; same situation. Up 7-5-30
7- 7-30	WAH	Same conditions. Nothing new. Up 11-1-30
11-13-30	WAH	G. A. H. advises situation unchanged re, bldg dept. Up 3-10-31
3-13-31	WAH	No change on this. Structure still in front of house. Up 8-1-31 [Written in red]: 1143-69#5

Am't		
Date	Offered	By Contact Data
8-17-31	WAH	O. K. to pass contact. Up 2-15-32
2-18-32	WAH	Situation unchanged at this time. Up 8-1-32
8-24-32	WAH	O K to pass contact. Up 4-1-33
4-17-33	WAH	Check at later date.

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS HWY LEASE NO.

100

LOC. San Pablo WL $\mp\frac{7}{5}\theta'$ N Plumas (El Cerrito)
 LEGAL Lots 27 & 28 Block 40 Richmond Annex
 LOC.
 LEGAL
 OWNER C. H. & MARY MEYERS
 ADDRESS 818 Pomona Ave. Berkeley

Am't				
Date	Offered	By	Contact Data	B2 4TA
			Under lease to Special Site Sign Co.	
11- 6-28		LG	Check ownership in Richmond.	Up 2-10-29
12- 5-29		RW	S. S. S. delinquent in rent.	Up 1-20-30
1-28-30		RW	Location undesirable acct obstructed by several small signs on the North.	Up 8-20-30
8-25-30		RW	Obsolete copy of Kleiber still on bd. Undesirable location.	Up 1-10-31
2-19-31		RW	S. S. S. Hwy still on property.	Up 8-10-31
9-17-31		RW	This board bears new copy of Oakland Hotel. Rent paid O K	Up 1-15-32
2- 2-32		RW	Situation same.	

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

 LOC. (a) West 14th Ext. to S. P. Mole & R R
 Crossing NW Cor.

LEGAL

 LOC. (b) West 14th Ext. to S. P. Mole & R. R.
 Crossing SW Cor.

LEGAL

OWNER SOUTHERN PACIFIC COMPANY

ADDRESS 5th & Kirkham, Oakland

Date	Am't Offered	By	Contact Data	A2	4TA
------	-----------------	----	--------------	----	-----

Under lease to Special Site Sign
Co. NL from March 1929

4-15-29	HHW	West 14th St. extension property owned by S. P. was offered to us sometime ago (first of yr). In consultation with G. A. H. who advised not as yet desirable and not to lease any unless we could secure exclusive. S. P. would not give exclusive.
		Up 8-15-29

- 8-21-29 WAH Conditions unchanged here.
- 12- 2-29 WAH Situation same.
- 12-18-30 WAH Special Site have recently added one Unill B P to the (a) location and one to the (b). We are leasing frontages on both sides of the 14th Street extension (Lease #3847) immediately West of these two locations. Impossible to get exclusive from S. P. R. R.
- Up 3-7-31
- 3- 2-31 WAH Same situation prevailing.
- Up 9-10-31
- 9-10-31 WAH O. K. to pass contact. Up 2-10-32
- 2-18-32 WAH Check at later date.

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

LOC. E 14th & 106th SW 100x100

LEGAL

LOC.

LEGAL

OWNER JOE PALANGE

ADDRESS 10626 E 14th St.

	Am't			
Date	Offered	By	Contact Data B2	4TA

Under lease to Special Site Sign Co. Mo to Mo. @ \$120.00 yr 12/Ann See filled office record card in file.

1- 7-29	WAH	Minney	advises Palange has full say now and all pending deals are off.	
---------	-----	--------	---	--

1-10-29	WAH	J. A. Palange	advises he may consider leasing his 50' corner to us in 3-4 months. Inside 50' (upon which S. S. S. are built) is owned by son now in N. Y. until 6-1-29. Receiving \$10.00 mo. on month to month basis. No lease.	
---------	-----	---------------	--	--

- 4- 2-29 WAH Minney now has new long term option on this and Palange will not consider at present.
Up 7-1-29
- 6-29-29 JHB S. S. S. Co. has removed pilasters, lights and panels of bulletin but he will know status after first of month if rent is not paid.
Up 7-10-29
- 8- 1-29 JHB S. S. S. Co has built new paint bulletins and resumed payment of rental.
- 12-13-29 JHB Rental being paid regularly.
Up 12-15-29
- 4-19-30 JHB Rental being paid O. K.
Up 4-13-30
- 11-18-30 JHB Rental OK according to Palange
Up 10-13-30
- 10-31-31 RNC Rental O. K. Up 5-1-31
- 5- 1-32 WAH Check at later date. Up 12-1-32

[On back]:

	Am't		
Date	Offered	By	Contact Data
12-14-32		WAH	Check at a later date.
6-18-34		WAH	Situation unchanged. Check at a later date. Up 12-10-34

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR ASSIGNED TO
LEASE NO.

LOC San Pablo EL 55.6' S 26th 55.6'
LEGAL Lot 3, Block J, Kelsey Tract
LOC.
LEGAL

OWNER O. H. NOBLE
BANK OF AMERICA N. T. S. A.
ADDRESS Hotel Alameda, Alameda, Calif.
% O H Noble, 1338 Park St. Alameda

	Am't		
Date	Offered	By	Contact Data B4 1TA
			Under lease to Special Site Sign Co. 1 year from 11-1-27 @ \$48.00 yr.
3-26-29		HHW	Lease recorded by King of S. S. S. Co. Calls for 1 yr from 11-1-27 and for priv. of using for a succeeding five years
4-19-29		WAH	No new developments on sale of property. Up 7-1-29

7- 1-29	RGB	S S S Co. lease still in force. No change in any way.	Up 9-15-29
9-10-29	RGB	No change.	Up 11-26-29
12- 3-29	WAH	Situation same. S. S. S. still have under lease.	Up 2-14-30
2-27-30	RGB	No change. S. S. S. still have good lease. S. S. S. Co. lease still in force. Has over 3 years to run.	Up 5-10-30
5-13-30	RGB	No change. S. S. S. Co. still here.	Up 7-28-30
8-11-30	RGB	Noble says no change. Still under lease to Special Site.	Up 10-28-30
11- 5-30	WAH	Conditions unchanged.	Up 1-10-31
1-17-31	RGB	Same owner. No change.	Up 4-2-31
4-14-31	RGB	S. S. S. still control. Same owner.	Up 6-2-31
11-19-31	RNC	S. S. S. still operating here.	Up 2-5-32
2-12-32	RNC	S. S. S. still control this.	Up 5-1-32
5-10-32	RNC	No change. Special site still here.	Up 7-14-32
1- 1-33	RNC	S. S. S. still control this.	Up 12-1-32

[On back]:

Date	Am't Offered	By	Contact Data
			Up 4-25-33
2-20-33	NEB	Thos Bros	report sale of property to Bank of America N. T. S. A.
3- 3-33	WAH	Check at later date.	Up 7-1-33
7-13-33	RNC	S. S. S. still operating	on this wall. Up 10-2-33 Up 12-17-33 Up 4-10-34
4-16-34	WAH	O K to pass contact.	Up 7-20-34 Up 10-20-34
11- 9-34	RNC	Special Site still operating	here. Up 1-20-35

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. ROOF LEASE NO.

LOC. Franklin & 15th NW 100x100 - Roof

LEGAL No tract title (metes & bounds) Franklin &
15th St. NW 100x100

LOC.

LEGAL OWL REALTY COMPANY

OWNER ~~ALAMEDA INVESTMENT COMPANY~~
~~OWL DRUG COMPANY~~Maiden & Rittigstein (Mr. E. Thompson,
Agent)

611 Mission Street, San Francisco

ADDRESS

Am't			
Date	Offered	By	Contact Data B4 ITA
5-26-27		BFC	Property leased for 99 years to Owl Drug Co. Lease was apparently given by J. W. Porter, Owl Drug Co. 611 Mission St. San Francisco
7-15-27		BFC	The Oakland Display Co. has lease which expires in April 1928. At that time the Owl Drug must either add additional stores to the present building or buy. Porter will not give new lease until he has given us chance.

8-25-27	BFC	The O. D. Co. paid one month's rent only. Supposed to be renting at \$75.00 mo. Offered us thru Maiden-Rittigstein.	Up 12-1-27
12-27-27	ED	Said to call.	Up 12-1-27
1- 9-28	ED	See Mr. Thompson of Maiden-Rittigstein.	Up 1-20-28
1-30-28	ED	Wants \$1800.00 a year. Offered \$300.00	Up 2-30-28
2-26-28	ED	Wants \$1200.00 a year.	
4-18-28	ED	Will lease for \$50.00 per month. Want North end of roof 25 ft. for owner's sign.	Up 5-1-28
6-15-28	ED	Offered \$50.00 per month.	Up 7-20-28
8-28-28	ED	Received lease.	
9- 5-28	ED	Will lease for 3 years.	Up 11-20-28

[On back]:

Date	Am't Offered	By	Contact Data
11-30-28		ED	Will give month to month lease. Up 12-30-28
1- 2-29		ED	" " " " Up 2-15-29
2-16-29		ED	" " " " Up 4-1-29
4- 1-29		HHW	Do not want on month to month basis. Up 6-15-29

6-17-29	WAH	O. K. to pass contact here.	Up 10-10-29
10- 9-29	WAH	Do not want now.	Up 1-26-30
2-27-30	WAH	Having difficulty tracing Owl Realty Company.	
3-25-30	WAH	Bring up.	Up 8-8-30
8-15-30	WAH	Do not need now.	Up 1-10-31
11-30-30	WAH	Under lease to Special Site Sign Co. Month to month and high rental. 2 Unill B P panels erected. A location which we could have had under these conditions but refused to accept.	
1-31-31	WAH	Under lease to Special Site. One panel Illum now. Report should now read 1 Illum B P and one Unill B P. Same situation.	Up 4-10-31
4-15-31	WAH	Still being used by S. S. S. Co.	Up 7-1-31
7-13-31	WAH	O. K. to pass contact.	Up 10-27-31
11- 5-31	WAH	Same situation.	Up 1-20-32
1-21-32	WAH	Check this at later date.	Up 4-21-32
4-26-32	WAH	O. K. to pass contact (h)	Up 8-10-32 Up 2-10-33
12-13-32	WAH	Check at later date.	Up 12-1-33 Up 4-10-34
4-16-34	WAH	O. K. to pass contact.	Up 7-20-34 Up 10-20-34

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

LOC. 7th SL 75' W Castro 25'

LEGAL Lot 14 Block 70 Kellersbergers Map of
Oakland

LOC.

LEGAL

OWNER JOHN P PETERS & D B GOMES
ADDRESS 701 - 7th St. Oakland

	Am't				
Date	Offered	By	Contact	Data	B4 3TA

Under lease to Special Site Sign
Co. 5 yrs from 11-26-27 @
\$20.- yr.

12-14-27 JHB Mr. Peters just received check for
next yr's rental in advance.

7-14-28 JHB Peters says rental paid until Jan.
& everything satisfactory.

- 10-31-28 JHB Rental paid to Jan. 1929
- 1-16-29 JHB Peters rental is being paid regularly. Up 4-1-29
- 3-26-29 HHW Lease recorded by King 10-14-27. Up 7-10-29
- 7-24-29 JHB Peters says rental coming in O. K. Up 11-15-2
- 11-14-29 JHB Satisfied with present arrangements. Rental is O. K. Up 2-1-30
- 2-25-30 JHB Rental paid O. K. Peters and Gomez advise there are no changes in ownership. Up 8-15-30
- 8-21-30 JHB Rental O. K. Up 1-1-31
- 1- 6-31 JHB No change here; rent O. K. Up 6-1-31
- 5-26-31 WAH O. K. to pass contact. Up 11-20-31
- 11-25-31 WAH O. K. to pass contact. Up 5-5-32
- 5-19-32 WAH Check at later date.

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

LOC. San Pablo EL 160' N 66th 40'
 LEGAL Por lots 6 & 7, Block 1454 Michel Tract
 LOC.
 LEGAL

OWNER HUGO, MICHEL (etal)
 ADDRESS 1305 - 66th St. Oakland

	Am't			
Date	Offered	By	Contact Data	B4 4TA

Under lease to Special Site Sign
 Co. 5 yrs from 7-15-27 @ \$25.00
 yr S/A

8-27-27	WAH	Barrels piled behind this panel and on sides. Undesirable as conditions necessitate building flat.
2- 1-28	HHW	Special Site Sign Company have good lease.

- 3-24-28 HHW S. S. S. Co. have added additional panel.
- 2-12-29 WAH Michel receiving rental. Good lease. Well satisfied. Up 6-1-29
- 3-26-29 HHW Lease recorded 10-14-27. Calls for 30' on south of Bldg at 6630 San Pablo and 60' on North side of same bldg for 10 years.
Up 6-1-29
- 8- 6-29 WAH No change in present status; let ride. Up 11-5-29
- 12- 2-29 WAH Same situation here. Good lease. Up 8-5-30
- 8-20-30 RGB No change. S. S. S. still here with good lease. Same ownership. Up 2-20-31
- 2-21-31 RGB S. S. S. Co. still here. Up 7-18-31
- 7-24-31 WAH O K to pass contact. Up 3-1-32
- 3-12-32 WAH Structures still being maintained on same. basis. Up 11-1-32
- 11-10-32 WAH Check at later date.
- 6-18-34 WAH Situation unchanged. Check at later date. Up 12-10-34

[Crest]
Foster and Kleiser
COMPANY

CITY Oakland CLASS. HWY LEASE NO.

LOC. E 14th & Santa Paula SW

LEGAL

LOC.

LEGAL

OWNER PEDRO GONZALES

ADDRESS Premises

		Am't			
Date	Offered	By	Contact	Data	B2 4TA
			Under lease to Special Site Sign Co. 10-12-30 @ -----		
7-	9-31	RGW	Former lease with S S S 5 yrs from 10-12-26 @ \$25.00 yr re-instated and structure rebuilt.		Up 10-17-31
11-	3-31	RW	Board carries copy of San Leandro Mill & Lumber Co.		Up 3-20-32
6-	22-32	RW	No change in situation.		Up 12-20-32 Up 10-1-33 Up 9-1-34
9-	13-34	WAH	Check at later date.		

[Crest]
Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

LOC. Foothill Blvd & 68th NW 100'

LEGAL

LOC.

LEGAL

OWNER EVERGREEN CEMETERY ASS'N.

ADDRESS 3110 Havenscourt.

Am't				
Date	Offered	By	Contact Data	B4 4TA
			Under lease to Spec. Site Sign Co. 5 yrs from 3-15-27 @ \$32.- yr. Ann.	
3-25-29		JHB	Mr. Bush, Mgr. says S. S. S. has had lease for past two years but previously had only target signs on here. Rental always paid promptly and year in advance. Up 9-25-29	
9-21-29		JHB	Rental is being paid regularly. Bush satisfied with present ar- rangements. Up 3-30-30	
4-28-30		JHB	Rental coming in O. K. Bush advises. Up 10-25-30	
11-25-30		RNC	Bush advises rental O. K. No change here. Up 5-1-31	
12- 3-31		RNC	Rental paid in advance here until March, 1932 Up 2-17-32	
2-18-32		WAH	Check at later date.	
6-18-34		WAH	Situation unchanged. Check at later date. Up 12-10-34	

[Crest]
Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. College & Manila SE \approx 58.16x88
LEGAL Lots 39 and 40, Block J, Broadway Terrace
LOC.
LEGAL

OWNER H. WINDMULLER
ADDRESS 5383 College Ave., Oakland

Am't			
Date	Offered	By	Contact Data B4 ITA
			Under lease to Special Site Sign Co. 10 yrs from 6-14-27 @ \$12.00 yr Ann.
12- 2-27		HHW	Went over lease with Mr. Windmuller who was of the opinion this was for one year only and is put out over this. Also lease to start when board is erected and this was in November.
6- 3-29		ED	Mr. Windmuller has deal on for sale. Up 7-1-29

- 7- 3-29 ED Deal for sale is off. King has a
good lease. Up ~~9-20-29~~
- 9- 3-29 ED Mr. Windmuller will see his at-
torney. Up 9-2-29
- 11- 4-29 ED Special Site Co. lease is for ten
years. Up 11-20-29
Up 1-15-30
- 1-15-30 ED Said he may build on lot.
Up 3-1-30
- 3- 2-30 ED Mr. Windmuller will see his attor-
ney in regards to having sign re-
moved. Up 5-25-30
- 6- 2-30 JHB Windmuller rec'd rent O.K. Not
going to build. No changes con-
templated. Wants to sell property
to gas company. Up 7-15-30
- 9- 2-30 JHB No change in this situation.
Up 11-2-30
- 11-18-30 JHB Trying to lease corner for gas
station. Up 2-1-31
- 2-18-31 JHB No change. Rental O. K.
Up 5-1-31
- 5-20-31 ED Rent paid to Nov. 30, 1931.
Up 8-10-31
- 8-27-31 WAH O K to pass contact. Up 11-2-31

Date	Am't Offered	By	Contact Data
11-20-31	WAH	O. K. to pass contact.	Up 2-5-32
2-18-32	WAH	O. K. to pass contact.	G. A. H. Up 5-4-32
5-19-32	WAH	No change in this situation.	Up 8-9-32 Up 2-10-33 H. Up 7-5-33
7-15-33	WAH	Contact within 60 days.	Up 9-15-33 Up 12-10-33
1-12-34	WAH	Special Site still maintaining flat panel under original lease.	Up 4-10-34
4-16-34	WAH	O. K. to pass contact.	Up 8-1-34
8-14-34	WAH	Special Site still maintaining flat panel.	Up 11-10-34
11-22-34	WAH	S. S. S. Co. still here.	Up 2-10-35

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

LOC. E 14th SL 53' W Seminary 75'
 LEGAL Block 2, Lot 3 & por 4, Eastlawn Tract
 LOC.
 LEGAL

OWNER ELLEN NANN
 JAS. K. TAYLOR

ADDRESS ~~932~~ 37th Avenue

		Am't		
Date	Offered	By	Contact Data B2	3TA
			Under lease to Special Site Sign; No lease @ \$120.00 yr	
6-17-29	WAH	G.A.H.	advises to pass contact.	Up 10-1-29
10-31-29	RGB	Mrs. Mann	satisfied with present agreement. One 12½x47' Illum. City Bu. animated, built on this location. Painted to W. P. Fuller Co.	Up 2-15-30 Up 2-15-30
2-20-30	RGB	Same conditions;	S. S. S. board still here.	Up 6-25-30

7-16-30	RGB	S. S. S. still has Fuller board here. Contract has sometime to run. Paid to latter part of year. Up 11-26-30
12- 1-30	RGB	Conditions unchanged. S. S. S. Co. still have lease. Up 5-20-31
4-16-31	RNC	S. S. S. still operating here. Up 7-20-31
9-14-31	RNC	S. S. S. Co. still operating here. Up. 12-15-31
12-14-31	RNC	S. S. S. operating here. Conditions unchanged. Up 3-10-32
3-10-32	WAH	O. K. to pass contact. Up 10-1-32
8- 5-32	NEB	Thos Bros report sale of property to Jas. K Taylor
8-16-32	WAH	S. S. S. to continue on same basis. Up 2-26-33
12-30-32	EAD	Two Unillum. panels of posting erected here to replace the City Bulletin Up 8-26-33
2-28-33	EAD	One panel of posting converted to an Unillum. City Bu. Up 8-26-33

[On back] :

Am't			
Date	Offered	By	Contact Data
			Up 3-1-34
6-18-34		WAH	Situation unchanged. Check at later date. Up 12-10-34

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. HWY LEASE NO.

 LOC. San Pablo & Stockton NE (El Cerrito)
 75x100

LEGAL Lots 8-9-10- Block 39, Boulevard Gardens

LOC.

LEGAL

 OWNER J. J. MC CLIMANS

ADDRESS 2111 Bermuda St., Long Beach

	Am't			
Date	Offered	By	Contact Data	B2 4TA
			Under lease to Special Site Sign Co.	
11- 6-28		LG	Secure information on ownership from El Cerrito City Hall.	Up 1-20-29
5-31-29		RW	Letter to Long Beach office requesting contact.	Up 6-25-29
7-18-29		RLB	Another letter to Long Beach requesting report of progress.	Up 8-18-29

8- 1-29	RW	Letter from Long B. promising contact as soon as possible - owner at home only at night. Up 9-3-29
9- 3-29	RW	Bring up. Up 10-3-29
9-25-29	RW	Leased to S. S. S. Co. - 5 yrs from 12-31-27 @ \$36.00. Rent paid to 1-1-30. Lessee may terminate lease if rental delinquent 30 days. Up 1-15-30
1-27-30	RW	Bring up Up 2-20-30
3-20-30	RW	S. S. S. have good lease 1932. Up 10-20-30
10-27-30	RW	No change in situation. Up 1-20-31
2-19-31	RW	Bring up. Up 7-20-31
9-21-31	RW	Lease still effective. Structure still on property. Up 12-15-31
12-19-31	RW	Condition unchanged.
7-21-32	RW	Condition unchanged. Up 5-20-33
6-30-33	WAH	Structures removed. CANCEL [Written in ink]: WAH

[Stamped on face]: DUPLICATE

[Stamped on face]: CANCELLED

[Crest]

Foster and Kleiser
COMPANY

LOCATION Hopkins NL 140.01' W. Dimond Ave. 93'

LEGAL B lettered A Dimond Tract L 2 & 3

OWNER

OR

TENANT E. LAIRD

ADDRESS ~~1206 Broadway~~ 1450 Harrison St.

AGENT

LEASE NO. 2553

CITY Oakland

CLASS SUR

PHONE

	Amt.		
Date	Offered	By	Remarks
12-15-26		WH	10 yrs. from 12-13-26 @ \$200.00 yr. 4/A Form A-1 (scratched) from E. Laird Up 8-15-27
9- 1-27		HHW	Bring up Up 12-1-27

1670

- 12-15-27 HHW “ Up ~~2-15-28~~
- 7-24-28 JHB Endeavoring to reduce rental.
Slow progress. Working in con-
nection with E. 12th & 44th SW.
Up 9-1-28
- 10- 5-28 JHB Mr. H. will not consider reducing
rental.
- 5-12-30 WAH Hold rental. Issued order to T. D.
structures account obstructing
miniature golf course here.
- 6-20-30 WAH Cancel - Make unsecured card. ✓
Bill for refund from date of take
down. Up 7-15-30

[Written in ink]: WAH H

[Stamped on face]: Structures Removed—Check for
Rebuild or Cancellation

[Stamped on face]: CANCELLED

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. Hopkins NL 140.01 W Dimond Ave 93

LEGAL Block A Dimond Tract Lot 2 & 3

LOC.

LEGAL

OWNER ~~E. LAIRD~~

~~E. LAIRD~~

THE HUTCHINSON COMPANY

ADDRESS ~~1450 Harrison St.~~

~~3009 - 17th Street, Oakland, California~~

Am't

Date Offered By Contact Data ~~C3 B3 B4 ITA 2TA~~

Formerly under lease No. 2553 -
10 Yrs from 12-13-26 at \$200.00
Yr. 4/A Form A1 (Scratched)
from E. Laird.

8-28-30 WAH Golf Course operating here.
Up 12-20-30

12-22-30 RNC Golf course discontinued here.
Now in hands of receivers. See
owner. Up 2-25-31

- 1-29-31 WAH Hutchinson Co. giving new lease
to another party for golf course
purposes in Spring. Up 5-1-31
- 6-24-31 RNC Fitz handling this property; ad-
vises not sure what is going to
happen here; expect to sell.
Up 9-20-31
- 9-24-31 RNC Fitz advises they are trying to sell
this piece. Up 12-20-31
- 10-28-31 RNC Fitz has taken this up with owners
who feel they should get at least
7.50 for first 6 mos. Then 10.00
per mo. thereafter.
- 11-13-31 RNC Offered 100.00 flat here. Fitz will
take up with owners Up 11-26-31
- 12- 7-31 RNC Fitz wants more time to talk over
with owners. Up 12-15-31
- 2-10-32 RNC Fitz advises expects this property
to be sold shortly. Up 3-1-32
- 4-22-32 RNC Fitz advises endeavoring to lease
for flower stand. or lunch wagon.
We to use remaining space.
Up 5-22-32
- 6-13-32 RNC Fitz will write agreement and sub-
mit. Up 7-1-32

[On back]:

Date	Am't Offered	By	Contact Data
7-11-32	\$50.	RNC	Fitz holding out for \$100.00 per year. This too high. Up 10-1-32
10-31-32		WAH	Special Site are constructing 2 Illum B P on this property as of today. Up. 4-1-33
11- 7-32		RNC	Fitz advises Special Site have taken five year lease effective Nov. 1st at an annual rental considerably in excess of \$100.00.
2-10-33		WAH	Check at later date. Up 2-1-33 Up 7-1-33
6-29-33		RNC	Special Site maintaining 3 Ill B P here. Rental paid O. K. Up 9-17-33 Up 12-10-33
12-15-33		RNC	S. S. S. still operating here. Up 3-1-34
3-26-34		RNC	Theil advises rental being paid on this. Lease has several years to run. Up 6-17-34
6- 6-34		NEB	Thos Bros report sale to the Hutchinson Company

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR ASSIGNED TO
LEASE NO.

LOC. Franklin WL 126 N 19th 133
LEGAL Block F, Lots 6, 7, & 8 in Fountain Place
LOC. Franklin WL 126' S 20th 133'
LEGAL Lot 8 and the S. 40' lot 7, Block F in Fountain
Place

OWNER WARNER BROS DOWNTOWN
THEATRE CORP.

ADDRESS Los Angeles, California
(C/o B H Cohn, 6425 Hollywood Blvd,
Hollywood, California.

	Am't					
Date	Offered	By	Contact	Data	B4	ITA
2-16-31		NEB	See filled	office record	card for	
			old data.			
2-16-31		WAH	No report	from L A	as yet; how-	
			ever, learn	theatre may	start soon	
			and will	cover entire	property.	

Up 4-20-31

- 4-23-31 WAH Auto Laundry advises S. S. S. in arrears in rental; will not advise term of S. S. S. lease.
Up 6-10-31
- 7-21-31 WAH O.K. to pass contact. Up 10-9-31
- 10-24-31 WAH Situation unchanged. Prentice of Auto Laundry advises rental being paid regularly. Up 12-10-31
- 1-15-32 WAH No change on this location.
Up 3-10-32
- 3-12-32 WAH Deal for theatre construction indefinitely abandoned. Calif. Auto Laundry continuing with S. S. S. Co. on original lease. Up 6-1-32
- 6- 8-32 WAH O.K. to pass contact. Up 7-10-32
- 8-19-32 WAH Contacted Mr. Lou Halper, exec Vice Pres and General Mgr. of Warner Bros Theatre Inc. at their Hollywood office. Advises receivership of Calif. Auto Laundry and pending litigation which comes to trial 9-12-32 will have definite bearing on their policy with reference to future use of property for outdoor advertising. Mr. Blount is their district representative.
Up 9-1-32

[On back]:

Date	Am't Offered	By	Contact Data
12-28-32	WAH	Our offer of \$100.00 per month and our present Lease #4119 maintaining 6 Ill B P and also roof of Parrish Garage Bldg. was eventually rejected by Mr. Blount of Warner Bros.	Up 3-1-33 Up 8-1-33 Up 11-1-33 Up 2-15-34
2-21-34	WAH	Same situation prevailing. Additional panels added.	Up 3-10-34
3- 9-34	WAH	Blount advises S. S. S. Co paying \$150.00 per month for this and Broadway frontage.	Up 6-1-34
6- 8-34	WAH	O. K. to pass contact.	Up 9-20-34 Up 2-1-35

[Crest]

Foster and Kleiser
COMPANY

 CITY Oakland CLASS SUR LEASE NO.

 Loc. Franklin WL 186' N. 19th ~~129~~' 133'

LEGAL Block F Lots 6-7-8 in Fountain Place

LOC.

 LEGAL

 OWNER OAKLAND TITLE INS. & GUARAN-
 TEE CO.

 Tenant: Auto Wash Ldy. (Mr. Brian)
 WARNER BROS. DOWNTOWN
 THEATRE CORPN.

 ADDRESS Franklin & 15th

EXTRA TIGHT

	Am't				
Date	Offered	By	Contact	Data	ITA
7-10-28		JHB	Mr. Steinbach of O. T. I. & G. Co. advises that Mr. Walter Brian of 38 Bonita Ave. Pied. is the Pres. of company which is putting service station on this prop. In contact do not mention Mr. Steinbach's name.	€3 B4	
7-25-28		JHB	Call home after 6:30 P. M. or business phone Sutter 6994, Home-Pied. 2559J		

- 7-27-28 JHB Several calls and phone calls.
Left word to call HHW
- 7-28-28 HHW Brian has lease on this and
Broadway EL 166' S. 20th 93'
for approx. 5 yrs. Offers aprox.
350' space on SL of property
which runs through to Franklin
and Broadway and approx. 150'
on NL of prop. Requests quota-
tion and call in few days.
- 7-30-28 HHW Brian out of town for few days.
- 8- 6-28 50.- HHW Brian will advise.
- 8-17-28 HHW " is going to have their own
sign erected here. Up 10-5-28
- 10- 2-28 HHW Own sign erected. No more space
of any value. Up 12-10-28
- 12- 9-28 HHW New sign arrangement on prop-
erty. Quoted \$20.00 mo. for suf-
ficient space on Broadway to ac-
comodate painted bulletin. Will
do nothing at present.
Up 2-20-29
- 2-21-29 HHW Space now only good for 6 sheets.
Quoted Brian 1 pr. passes weekly
for 2-6 sheets and 1-3 sheet. Was
agreeable but have decided to keep
free and clear of all adv. but their
own. Up 5-20-29

[On back]:

Am't			
Date	Offered	By	Contact Data
5-22-29	HHW		No change. Up 8-10-29
8-22-29	JHB		For information see unsecured card "Broadway EL 166' S 20th 93'" which advises that Brian cannot sub-lease to anyone for any purpose. Up 11-6-29
11- 2-29	JHB		Brian wants all space on Franklin open. Up 1-20-30
1- 2-30	WAH		See unsecured card for Franklin and 20th SW for letter to Los Angeles regarding this property. Up 2-8-30
2-25-30	SW		Thos. Bros. report property sold to Warner Bros. Downtown Theatre Corpn.
2-25-30	WAH		Another letter to L.A. req. information in this connection. Up 3-15-30
2-28-30	WAH		L. A. advises nothing definite to report as yet. Up 3-28-30
3-24-30	WAH		L. A. reports: "We are unable to secure a lease for you on above described locations for reason that Warner Bros. are planning erection of a bldg. at a very early date." Up 6-10-30
6-18-30	WAH		L. A. reports Warner Theatre to start within 30-40 days. Up 8-15-30

- 8-20-30 WAH Letter to L. A. requesting Mr. Evans again be interviewed.
Up 9-5-30
- 9-10-30 WAH Letter from L. A. advising plans have not fallen through - temporarily delayed. Expect to commence construction as soon as possible.
Up 11-10-30
- 11- 7-30 WAH Special Site bldg here. Made deal with tenant to maintain priv work in exchange for several panels.
- 11- 7-30 WAH Letter to L. A. req. immediate contact to determine tenant's authority to sublease for adv- purposes.
Up 11-12-30
- 12- 1-30 WAH L. A. advises Auto Laundry tenant has made lease without Warner Bros knowledge or consent. Further advises tenants are only on mo to mo basis. They wish to check further into this situation before making decision.
Up 12-15-30
- 12- 9-30 WAH Special Site have erected 3 Unill B. P.
Up 12-15-30
- 12-17-30 WAH Another letter to L. A. req. report of progress particularly since our letter of Nov. 6th. Up 1-8-31
- 1-12-31 WAH No reply from L. A. to date.
Up 2-15-31

[Written in red ink]: See New Office Record Card

[Crest]

Foster and Kleiser
COMPANY

Adeline

LOCATION ~~San Pablo~~ (~~Adeline~~) WL. 50' S. San
Pablo ~~±~~ 36'

LEGAL Blk. 481 lot 6

OWNER

OR

TENANT ~~ELSIE LEESERING~~ (~~ESTATE~~) H. V.
BURKEADDRESS ~~± Terrace, Piedmont~~ 3741 Adeline St.,
Emeryville

AGENT

LEASE NO. 2719

CITY Emeryville

CLASS. SUR

PHONE

	Amt.			
Date	Offered	By	Remarks	Extra Tight
1-31-27		PWY	10 yrs. from 2-1-27 @ \$20.00 yr. S/A & 3x4' priv. Form A-1 (scratched) from H. V. Burke	

- 2-15-30 JHB Burke has moved. Returned check
for rent from 2-1-30 to 8-1-30.
- 3- 1-30 JHB Store still vacant. Owner out of
town.
- 4-28-30 JHB Agent of 3819 San Pablo will
write owner & advise results.
- 5- 1-30 JHB Make unsecured card, ✓ and can-
cel this card Up 5-10-30

[Written in ink]: WAH Up 6-15-30

[Stamped on face]: Structured Removed—Check for
Rebuild or Cancellation

[Stamped on face]: CANCELLED

[Crest]

Foster and Kleiser
COMPANY

CITY Emeryville CLASS. SUR LEASE NO.

[Written in red ink]: File under San Pablo

LOC. (a) Adeline WL 40 S San Pablo Ave 43
 LEGAL Northerly 43 feet of lot 7, Block 685, Map
 of Port. of Plot 6 in Kellersberger's Survey
 LOC. (b) Peralta EL 199.10 S. San Pablo ~~57-20~~
 54.05x50'
 LEGAL Por lots 5 & 6 (same legal as above)

OWNER FRED STOHR, etal
 ADDRESS 3819 San Pablo Ave. Oakland

Am't					
Date	Offered	By	Contact Data	B4	ITA
			Formerly under lease #2719 for 10 yrs from 2-1-27 at \$20.00 yr S/A Form A-1 (scratched) from H. V. Burke (& 3x4 priv)		
8-	5-30	JHB	Property rented by Auto Wreck- ing Company. Going to use yard for display purposes.		
8-	11-30	JHB	Radiator repair man says he has been talking to E. A. D. about small boards on property.		
10-	3-30	JHB	Place again rented to auto wreck- ing company.		
11-	15-30	WAH	S. S. S. have just erected panel here. Leased direct from owner. See owner for full particulars on his return to city. Up 11-20-30		

12-15-30 JHB Owner advises his mother leased this without his knowledge. Unable to ascertain what rental has been paid. However advises lease expires in March 1931. Requests us to call at that time.

12-30-30 JHB S. S. S. have erected 1 Illum B P on (a) and 2 Unill B P on (b).

2-24-31 JHB Rental O. K. on this.
Up 5-1-31

5-22-31 ED Mr. Stohr will return to Oakland.
Up 7-15-31

8-10-31 WAH O. K. to pass contact. Up 11-1-31

11- 1-31 EAD Mr. Stohr will return to Oakland.
Up 3-1-32

2- 1-32 EAD Called again. Mr. Stohr still out of town.
Up 3-1-32

[On back]:

Date	Am't Offered	By	Contact Data
3- 5-32		EAD	Mr. Stoer out of town. Will return. Up 4-20-32
4-25-32		EAD	Mother still away. Up 6-30-32
8-14-32		WAH	O K to pass contact. Up 11-1-32
5- 3-33		EAD	Fred Stoer said his mother signed lease for ten years with Special Site from 12-10-30. Up 10-1-33 Up 12-17-33

[Written in red on face]: Transferred to new card
1-10-33 NEB

[Crest]

Foster and Kleiser
COMPANY

CITY Emeryville	CLASS SUR	ASSIGNED TO LEASE NO.
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[Written in red ink]: File under San Pablo

LOC.	(a) Adeline WL 40' S San Pablo 43'
LEGAL	Northerly 43' lot 7 Block 685, Map No. 2 Watts Tract
LOC.	(b) Peralta EL 199.10 S San Pablo 54.05x50 (metes & bounds) Por lot 5 Map No. 2 Watts
LEGAL	Tract & Por lot 1 Map of Plat 6 Kellersber- ger's Survey of V & D Peralta Rancho

OWNER ELSIE LIESERING, EMMA R BAR-
HAM, F. J. STOER

CAROLINE HAMPEL, THERESA
SCHWARTZ, C/o Fred Stohr, 3819 San
Pablo Avenue, Oakland

ADDRESS

Am't						
Date	Offered	By	Contact Data	B4	ITA	4TA
See old card in trans. file.						
5- 3-33		EAD	Fred Stoer said his mother signed lease for ten years with Special Site Sign Company from 12-10-30.			
					Up	12-17-33
					Up	4-10-34
4-16-34		WAH	O. K. to pass contact.		Up	7-20-34
					Up	10-20-34

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO. 3044

LOC. E. 14th & 6th NW 150x150

LEGAL Blk 56, Lots 7-12 inc. Higley's Map of
Clinton

LOC.

LEGAL

OWNER H. M. BOYD & JAMES TARLTON

ADDRESS 544 E. 14th St. Oakland

		Am't		
Date	Offered	By	Contact Data	
3-17-27		WH	10 yrs from	3-18-27 @ 60.00 until built and 120.00 yr when built 12/A Form A-1 from H. M. Boyd & James Tarlton.
4- 4-27		WH	Owners have given option to	Harms Realty Co. to buy property.
4-13-27		WH	H. W. Harms (1530 Franklin)	Lake. 2018 or 9, says to hold this lease up. as planning on exercis- ing option to buy and build im- mediately.
7-18-28		WAH	Boyd has purchased Tarlton's in- terest. Requested we suspend lease. Do not build. Letters out- lining terms of suspension left with Boyd for signature. Agrees to mail them to office. Up	7-25-28

7-28-28	WAH	Letters signed by Boyd and wife filed in lease envelope. Hold all rentals until further notice. Lease temporarily suspended. Up 12-1-28
12- 4-28	HHW	Let ride. Lease still suspended Up 2-20-29
2-20-29	HHW	No change. OK to let ride. Up 6-1-29
6-15-29	WAH	Lease being suspended. Rental held. Nothing new on this. Up 10-11-29
10-10-29	WAH	Conditions unchanged so far. Up 1-28-30
2-19-30	WAH	Same situation; still under suspension. Up 7-2-30
8-19-30	RGB	Boyd in east, but wife says conditions same. Up 2-10-31
2-16-31	RGB	Conditions unchanged; everything thing O. K. Up 6-1-31
4-12-31	RGB	O. K. to give up; cannot build without cutting trees, etc. Letter [On back]:

Am't			
Date	Offered	By	Contact Data
			to owner on this. CANCEL and make unsecured card. WAH [Written in ink]: WAH [Stamped on card]: Structures Removed—Check for Rebuild or Cancellation Up 5-15-31 [Written in ink]: H

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. E 14th & 6th NW 150x~~75~~⁹ 140
 LEGAL Blk 56, Lots 7-12 inc. Higley's Map of Clinton
 LOC.
 LEGAL

OWNER H. M. BOYD & JAMES TARLTON
 H. M. BOYD & OLGA BOYD
 EMMA M. WILLIAMS

ADDRESS ~~544~~ E ~~14th~~ St. Oakland
 ~~544~~ E ~~14th~~ St. Oakland

Am't

Date	Offered	By	Contact Data	B 3 A 7 B4	ITA
------	---------	----	--------------	----------------------------------	-----

Formerly covered by Lease 3044 -
 10 yrs from 3-18-27 @ \$60.00 yr
 until built, \$120.00 when blt. 12/A
 Form A-1 from H. M. Boyd &
 James Tarlton - LEASE SUS-
 PENDED

7-28-31	WAH	O. K. to pass contact.	Up 10-14-31		
10-24-31	WAH	Not advisable to consider at this time.	Up 1-1-32		

3-14-32 RNC Boyd wants \$10.00 per month here. Has decided to build flower stand here. Up 6-1-32

6- 8-32 WAH O. K. to pass contact. Up 7-10-32

9-30-32 WAH Under lease to Special Site Sign Co. 1-12x25 Illum. Up 11-10-32
Post panel erected. Up 11-10-32
Up 2-10-33
Up 7-10-33
Up 10-1-33

8-10-33 NEB Thos Bros report location sold to Emma M. Williams

8-12-33 WAH Check this again in 45 days. Up 10-1-33

10-12-33 WAH Panel still here on same arrangement with new owner. Up 1-10-34
Up 4-10-34

4-16-34 WAH O. K. to pass contact. Up 7-20-34

Am't

Date Offered By

Contact Data

Up 10-20-34

11- 8-34 RNC Special Site maintaining two 12x25' Illuminated B P at this time. Up 1-26-35

[Crest]

Foster and Kleiser
COMPANY

LOCATION Piedmont Ave WL 310' N John St 80'
 LEGAL Lot 8 Blk 1116 L 6, 7, 8, 9
 OWNER H. C. PETERSON
 ADDRESS 4344 Howe St., Oakland
 AGENT
 LEASE No. 1884
 CITY OAKLAND
 CLASSIFICATION SUR
 PHONE

Amt.				
Date	Offered	By	Remarks	
10-16-23	30.00	EAD	Call again	
12- 3-23	60.00	EAD	Call 1-1-24	
1-15-24		EAD	Call about 2-20-24 - 3-31-24	
4-23-24	60-	LG	Call about 5-10-24	Up 5-15-24
6- 7-24		ED	Deal on to sell	Up 8-7-24
8- 9-24		WH	10 yrs. from 8-9-24 @ \$60.00 yr. 12/A Form B	
2-19-31		RNC	Peterson will consider additional panel here after he takes up cost of moving driveway with wife. Up 2-28-31	
5- 4-31		RNC	Peterson figures cost of moving driveway too expensive at present.	
6-20-32		RNC		

[Stamped in red across face of card]:

Transferred to new card 7-13-32 NEB

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR ASSIGNED TO
LEASE NO. 1884.

LOC. Piedmont Ave WL 274 N John 71'

LEGAL Northerly 11' of lot 6, entire lots 7 & 8,
Block L in Thermal Hill Tract

LOC.

LEGAL

OWNER H. C. PETERSEN

ADDRESS 4344 Howe Street, Oakland

	Am't		
Date	Offered	By	Contact Data
6-20-32		NEB	See trans. office record card for old data
*8- 9-24		WH	10 yrs from 8-9-24 @ \$60.00 yr 12/A Form B
2-19-31		RNC	Petersen will consider additional panel here after he takes up cost of moving driveway with wife.

Up 2-28-31

- 5- 4-31 RNC Petersen figures cost of moving driveway too expensive at present.
- 6-20-32 RNC Secured permission to remove one panel. New lease at \$30.00 yr. Promised Petersen if we wished to rebuild to two panels we would increase rental. New deal effective July 9. T. D. issued.
- *6-20-32 RNC 10 yrs from 7-9-32 @ \$30.00 yr S/A Form A-1 from H. C. Petersen owner (non-community) 1-C
- 8-29-34 RNC Cancellation secured effective 1-9-35. Cancel on that date. ·
Up 12-1-34
- 10-17-34 RNC Letter of cancellation secured effective 1-9-35. Bring up to issue T. D. Up 12-1-34

*These entries on card typewritten in red.

[Crest]

Foster and Kleiser
COMPANYCITY Oakland CLASS SUR ASSIGNED TO
LEASE NO.

LOC. Piedmont WL 319' N John 30'

LEGAL Northerly 21' lot 8 and Southerly 9' lot 9,
Block L in Thermal Hill Tract

LOC.

LEGAL

OWNER M. M. C. PETERSEN

ADDRESS 4344 Howe Street, Oakland, Calif.

Am't

Date	Offered	By	Contact Data	B4	1TA
1-15-34	WAH		Our lease on adjacent property from same owner improperly described and did not include this frontage, which is now under lease to Special Site Sign Company at \$30.00 per year.		Up 4-10-34
4-16-34	WAH		O. K. to pass contact.		Up 7-10-34
7-30-34	RNC		S. S. S. Co. still operating on this property		Up 10-20-34
10-22-34	RNC		Petersen receiving rental on this satisfactorily.		Up 1-9-35

[In pencil]: Vol-3-229

[Crest]
Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

LOC. 16th & Kirkham SW 26x75

LEGAL

LOC.

LEGAL

OWNER FITZ HENRY

ADDRESS 1430 Adeline

Am't					
Date	Offered	By	Contact Data	B4	4TA
			Under lease to Special Site Sign Co. 10 yrs from 6-8-27 @ \$24.00 yr Ann.		
6- 1-28		JHB	Mr. F. brother-in-law works for S. S. S. Co. Rental O. K.		
11-16-28		JHB	Rental paid up to 6-8-29.		
4- 1-29		JHB	Rental O. K.		
5-16-29		HHW	Bring up.		Up 6-20-29
8- 3-29		JHB	Rental coming in OK. Satisfied with present arrangements.		Up 12-1-29
12- 3-29		JHB	Rental O. K.		Up 5-10-30
5-10-30		JHB	Rental being paid regularly.		Up 11-10-30
11- 8-30		JHB	Rental O. K.		Up 3-1-31
5-27-31		WAH	O. K. to pass contact.		Up 12-1-31
11-15-31		WAH	O. K. to pass contact.		Up 8-1-32
9- 1-32		WAH	Check at later date.		
6-18-34		WAH	Situation unchanged. Check at later date.		Up 12-10-34

[Crest]

Foster and Kleiser
COMPANY

LOCATION 16th & Kirkham SW 32 x 79

LEGAL Lot - Portion of 13 Blk 374

OWNER P. C. BESWETHERICK

ADDRESS 1355 - 16th St., Oakland.

AGENT

LEASE No. 1633

CITY Oakland

CLASSIFICATION SUR

PHONE

Amt.				
Date	Offered	By		Remarks
			NL	up 3/3/24
3-27-24	12.50	ED	10 yrs. from 3-15-24 @ 12.50 yr. Form B	STRUCTURES REMOVED — CHECK FOR REBUILD OR CANCELLATION Up 12-15-25

[Stamped across face of card]: CANCELLED

[Crest]
Foster and Kleiser
COMPANY

CITY Berkeley CLASS. SUR LEASE NO. 2911
San Pablo EL 159' N. Dwight 220'
LOC. ~~San Pablo EL 233' S. Channing 220'~~
LEGAL Blk. 1928 Lots 7-12 Inc.
LOC.
LEGAL
OWNER ~~AL P. MAY~~
A. P. MAY
ADDRESS ~~First Nat'l Bank~~
5631 McMillan Ave. Oakland

Am't			
Date	Offered	By	Contact Data
3- 4-27	\$25.	WH	Will talk over with son (personal friend of mine) and let us know Up 3-10-27
3-20-27		WH	Out of town till April 1st. Up 4-1-27
3-31-27		WH	May will return around 15th. Up 4-15-27
5- 2-27		WH	10 yrs from 5-2-27 @ 36.00 yr S/A form A-1 from A. P. May (Community.)
7-16-31		RNC	Cancel as of Nov. 2, 1931. Letter of cancellation secured. WAH WAH STRUCTURES REMOVED — CHECK FOR REBUILD OR CANCELLATION Up 12-15-31

H

[Stamped on face of card]: CANCELLED

[Crest]

Foster and Kleiser
COMPANY

CITY Berkeley CLASS. SUR LEASE NO.

LOC. San Pablo EL 159 N Dwight 220'

LEGAL Block 1928 Lots 7 to 12 incl. in Higgins
Tract

LOC.

LEGAL

OWNER A. P. MAY

ADDRESS 5631 McMillan Ave. Oakland

		Am't			
Date	Offered	By	Contact Data	A2	4TA
			Formerly covered by Lease 2911 - 10 yrs from 5-2-27 @ \$36.00 yr S/A Form A-1 from A. P. May (community)		
3-31-32		WAH	Location cancelled at our request as of 11-2-31 as we were unable to use same.		
3-31-32		WAH	Under lease to Special Site Sign Co 10 yrs from 1-31-32 @ \$60.00 yr from A P May. 1-12½x47' Unill City Bulletin erected. Up 8-7-32		
9- 1-32		WAH	Check at later date.		

[Crest]

Foster and Kleiser
COMPANYLOCATION E 14th & 9th SW ~~125x125'~~ 100x100'
LEGAL Blk. 44 - Higley's Map of Clinton.OWNER ~~ESTATE OF MARGARET MC NEIL,~~
OR ~~€/ø Chas A McNeil, Administrator,~~
TENANT ~~MRS. MC CHESNEY A. C. NEILL~~
~~MRS. A. C. MCNEILL~~Room ~~1703~~ Tribunee Bldg.,ADDRESS ~~1424~~ 9th Ave., Oakland, ~~860~~ Portal Ave.,
Piedmont 49-4thSt., S. F.

AGENT

LEASE No. 3065

CITY Oakland

CLASS. SUR

PHONE

		Amt.			
Date	Offered	By	#550 - Vol. 5	Remarks	
9-2-26	120.-	LG		Said wants \$125.0 per mo. Nothing less. If contact frequently may lease	Up 11-10-26
12- 2-26		LG		Wants \$125 a mo., nothing lower. Asked if that was price for gas station. Said didn't matter. It is O. K. to build two 3 sheets at E. 14th & 9th on corner, but will not sign lease.	Up 2-1-27

- 1-12-27 EHD Has deal to lease for \$125.00 mo.
If does not go thru believe can be
secured for \$240.00 yr.
Up 2-15-27
- 3-14-27 BFC Mrs. McNeill will be ready to talk
business by end of week or early
part of next week. Up 3-18-27
- 3-18-27 BFC Mrs. McNeill too sick to inter-
view.-
- 3-28-27 BFC Mrs. McNeill still ill.-
- 5-10-27 BFC Letter to Mrs. McNeill enclosing
letter of permission at \$10. mo.
Up 6-1-27
- 6-16-27 BFC Mrs. M. seriously ill and can't be
interviewed. No one else has au-
thority to lease. UP 9-1-27

[Stamped on face of card]: EXTRA TIGHT
OVER

	Amt.		
Date	Offered	By	Remarks
7-14-27		BFC	Mrs. "M" has passed away- see son C. A. McNeil at Glencourt 1746 - after 7:00 P. M. next week.
7-21-27		BFC	Son at 112 Oakmount Str. (C. A. McNeill)

8- 1-27 BFC Will take up with interested parties and attorney, Fred Mellman, - Property now in Court.- Call him at office of Kessler & McNeill, 4th Str. San Francisco.

Up 8-11-27

8-13-27 BFC 5 yrs from 8-12-27 @ 120.00 yr. 12/A Special letter form from the Estate of Margaret McNeill, Charles A. McNeill, Administrator, by Fred B. Mellman, his attorney.

2- 8-29 HHW Property being sold. Money to go in escrow today to be used by Nat'l Canteen Co. Issue order to T. D. Tuesday, A. M. 2-12-29. Property sold to W. P. or H. P. Winegar thru H. C. Knight, R. F., 1819 Franklin St. This information from Chas. McNeil, former owner.

Up 2-15-29

2-21-29 HHW Nat'l Canteen Co. erecting a supply station. here. Cancel and make unsecured✓

Up 3-1-29

STRUCTURES REMOVED —
CHECK FOR REBUILD OR
CANCELLATION Up 3-25-29

OK HHW.

H

[Stamped across back of card]: CANCELLED

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO

LOC. E 14th & 9th Ave. SW 100x100'

LEGAL Lots ~~13~~ ~~16~~ inc. Block ~~44~~, Higley's Map of
Clinton Northerly 100' of lots 13, 14, 15,
16, Block 44 in Higley's Map of Clinton

LOC.

LEGAL RUTH T. DEGNAN

OWNER W. P. or H. P. WINEGAR

Tenant: National Kanteen Company
(Abe Leam - Sub-Lease to Mr. Saunders)

112 Garcia Avenue, San Leandro

ADDRESS H. E. Schonwasser, Genl. Mgr.
1706 Bldwy, Western Power Bldg.

Am't

Date Offered By Contact Data A₃ Bd ITA

2-28-29 NEB Formerly under lease No. 3065 - 5
yrs. from 8-12-27 @ \$120.00 yr.
12/A Special Letter from Charles
A. McNeill, Admin. by Fred B.
Mellman

- 2-21-29 HHW Nat'l Kanteen Co. erecting a supply station here.
- 3-27-29 7.50 HHW In view of our being unable to ill. this structures Schonwasser prefers to let ride for time.
Up 6-12-29
- 6-25-29 WAH Pass contact for present time.
Up 8-25-29
- 8-22-29 WAH H. H. W. contacted today rel. to information on "Sports Adv. Co.'s" proposed use of this location.
Up. 8-26-29
- 9- 6-29 WAH Declines to consider un-ill. structure here. Up 9-30-29
- 11- 8-29 WAH Believes best to not have adv. structure account limited space.
Up 12-10-29
- 12-20-29 WAH Same situation here.
- 2-24-30 WAH Now leased to S. S. S. Co. 10 Yrs. from 12-23-29 at \$60.00 Yr. 12/A Form A1 exactly like our A1 form. Schonwasser claims he leased to King because he agreed to erect an Illum. panel immediately (which he has done) and he is paying 8 times our offer of \$7.50 yr. Up 5-6-30

5-12-30 WAH Same situation. S. S. S. still operating here. Up 8-1-30

8- 4-30 WAH Schonwasser no longer with Nat'l Kanteen. S. S. S. lease still in effect

#5 - 12 - P-550

[Stamped on face]: ~~EXTRA TIGHT~~

OVER

	Am't		
Date	Offered	By	Contact Data
			under same conditions. Up 10-13-30
10-16-30	WAH		Same conditions. No progress at present. Up 11-27-30
11-29-30	WAH		National Kanteen going thru involuntary bankruptcy. Now in process of reorganization. Up 1-20-31
2- 2-31	WAH		Re-organization nearly complete; see later. Up 3-1-31
3-24-31	WAH		Same situation pending. Up 4-20-31

- 6-15-31 WAH O. K. to pass contact. Up 9-1-31
- 11- 9-31 WAH No change here. Up 1-26-32
- 2-18-32 WAH O. K. to pass contact. G. A. H.
Up 5-4-32
- 5-19-32 WAH Kanteen tenant received rental
from S. S. S. on this location.
Up 8-9-32
- 12-19-32 NEB Thos Bros report sale of property
by the Lurie Co. to Ruth Degnan
Up 2-10-33
- 1- 3-33 WAH GAH requested we pass contact
Up 5-20-33
- 6- 9-33 WAH Check at later date. Up 9-10-33
- 9-27-33 WAH Now owned by Ruth T. Degnan,
112 Garcia Avenue, San Leandro
- 10p10-33 ACD Tenant in Kanteen says he pays
rental to Mr. Whalen at 315
Montgomery Street, San Francis-
co. Does not receive rental from
panel upon this location.
Up 12-24-33
- 1-16-34 WAH Special Site maintaining panel un-
der arrangement with owner di-
rect in San Francisco. Up 4-10-34
- 4-16-34 WAH O K to pass contact. Up 8-1-34
- 8-14-34 WAH Special Site panel still maintained
here although badly blocked.
Up 11-1-34

[Crest]

Foster and Kleiser
COMPANY

LOCATION Franklin EL. 25' S. 20th 40' (against wall)

LEGAL B. 637 no lot # Fountain Place

OWNER

OR

TENANT ~~ANNIE D. BROSNAHAN~~ J. C. SEUL-
BERGER, L. S. DUNHAM & F. D. AL-
EXANDER

ADDRESS 1976 Franklin

AGENT

LEASE No.

CITY Oakland

CLASS. SUR

PHONE

Amt.

Date	Offered	By	Vol. 2 #48	Remarks
12-16-26		LG.	Owner of adj. prop. to south E. I. Veitch 135'	
12-30-26		KGH	Mrs. Brosnahan lives in the apt. house on this prop. and said her tenants would object to a sign here. No chance.	Up 2-15-27
3-24-27		MF	Objection from tenants and small revenue Mrs. "B" refusal to lease. Suggested 3 sh. placed diagonally behind tree near wall. No incentive.	Up 5-15-27
5-18-27		MF	Mrs. Brosnahan's residence. Does not care for signs on property. Good contact.	Up 7-1-27

7- 6-27	MF	Same situation. Can only build 1 sht.	Up 9-15-27
9-15-27	MF	Mrs. "B" will not change her decision.	Up 11-15-27
11-14-27	MF	Might consider for small payment. No structures	Up 12-1-27
1- 3-28	MF	Still undecided. See later	Up 2-1-28
2-13-28	15.00 RW	Mrs. B. might consent to our cutting down tree if rental sufficient. Fears panel would cause complaint from tenants. Offered \$5.00 for exclusive advertising priv. just to tie up location. Will not tie up, but will give us prior consideration.	Up 4-15-28

[Stamped on face of card]: EXTRA TIGHT

over

Date	Amt. Offered	By	Remarks
4-13-28		RW	Not in
4-14-28		RW	Miss Brosnahan wants no additional signs on property - will not tie up. Up 7-1-28
5- 5-28		RB	Property reported sold by Thos. Bros.. to J. C. Seulberger, L. S. Dunham, F. D. Alexander.
5-18-28	12.-	RW	Rent to be increased to 48.00 4/A when built. Use only for City Bulletin. All parties agreeable to leasing but Mrs. Brosnahan, for-

- mer owner, now tenant. Thinks other tenants might object. Let ride for 30 days and contact Mrs. Brosnahan. Up 6-15-28
- 6-12-28 RW Mrs. Brosnahan feels boards might detract from appearance of place but will consider. Up 8-10-28
- 8-25-28 WAH Alexander advises Seulberger looking over lease. See next week. Up 8-28-28
- 9- 6-28 WAH Let "ride awhile" as decided with HHW Up 10-15-28
- 10-15-28 5.- WAH Alexander promises to write us letter to effect that F & K will be given adv. privileges if same are ever granted. Their tenant is using for own sign at present. Letter should be in this week.
- 10-29-28 WAH Alexander again promises to write letter. Up 11-15-28
- 11-15-28 WAH " says Suelberger agreed to write this letter to us several weeks ago. Promises to have this done immediately. Up 12-15-28
- 2-19-29 HHW Lengthy interview with Seulberger covering this and other properties. Seulberger very friendly and promises us their cooperation at any time we need them. This cannot be built and S. assures they will always give us first consideration. Up 5-10-29

[Typewritten in red]: SEE NEW CARD

[Crest]

Foster and Kleiser
COMPANYCITY Oakland CLASS SUR ASSIGNED TO
LEASE NO.

LOC. Franklin EL 25.18 S. 20th 40x128'

LEGAL ~~Block 637, No lot Fountain Place~~ (metes and bounds)

LEGAL

OWNER J. C. SEULBERGER, L. S. DUNHAM & F. D. ALEXANDER
FRED & E. J. SEULBERGER

ADDRESS ~~1976~~ Franklin Street, Oakland
258-17th Street, Oakland, Calif.

Amt.

Date	Offered	By	Contact Data	B ₃	B2	1TA
5-10-29		NEB	See old card in trans. file.			
5-10-29		WAH	Seulberger advises "no change in conditions". Referred to his recent talk with H. H. W. and assured me also that they stood ready to always give F & K first consideration.			

Up 8-1-29

- 8- 7-29 WAH Cannot build as yet; let ride.
Up 10-6-29
- 10-10-29 RGB Alexander cordial but now there is
no room for even 6 sh and he
seems disinclined to give "Prot"
lease. Up 11-26-29
- 12- 9-29 RGB Seulberger says still no room and
tenants would object. Up 2-1-30
- 2- 5-30 RGB Alexander says we cannot build,
so he will not lease. Up 4-20-30
- 4-28-30 RGB No change. Seulberger says loca-
tion cannot be built account beauty
parlor. Up 7-11-30
- 7-27-30 RGB Alexander says nothing new; no
space here for our adv. at present.
- 10-20-30 JHB Alexander advises situation same.
Up 10-12-30
- 12- 2-30 JHB Alexander advises this property
sold to Breuners, who will build by
next July. Up 1-10-31
- 2-26-31 JHB The above is erroneous; property
still owned by S. D. A. Will not
lease for advertising purposes.
Up 4-20-31
- 4-29-31 JHB Alexander advises will not lease on
account beauty parlor (over)

Am't			
Date	Offered	By	Contact Data
			now in old building. Up 7-1-31
7-29-31	WAH		O.K. to pass contact. Up 10-15-31
10-25-31	WAH		No available space here. Up 1-19-32
1-25-32	WAH		Same situation prevailing. Up-4-10-32
4-20-32	WAH		Only available space being used by tenant. Up 7-1-32
8-11-32	WAH		O K to pass contact. Up 10-28-32 Up 3-1-33
12-30-32	WAH		Under Lease to Special Site Sign Company, 1-12x25' Illum. Neon paint bulletin advertising Ranier Beer just constructed. High rental was necessary to secure this. Mr. Hughes declined to consider. Up 3-5-33 Up 8-1-33
8-12-33	WAH		Ranier Bulletin still here. We are now leasing another downtown lot from Seulberger. Up 11-10-33 Up 2-15-34
3-10-34	WAH		Check at later date. Up 5-20-34
6- 8-34	WAH		O. K. to pass contact. Up 9-10-34
10-26-34	ACD		Seulberger advises conditions sat- isfactory here. Up 1-15-35

- 8-29-28 WAH Friman says American Trust does now own this property. Will not consider sign space acct. leasing to wash. & polish parking company. Advises that tenant has no right to sublet any portion. Up 10-20-28
- 10-29-28 HHW Friman assures us that Brian who has this lease for auto laundry and parking only cannot sublet.
Up 1-15-29
- 1- 9-29 HHW OK to pass contact. Up 2-10-29
- 2-21-29 HHW Tenant declines to lease for adv. purposes. Up 5-20-29
- 5-22-29 HHW Brian, tenant, claims he is going to make some changes here which will eliminate any space for adv. purposes. Up 8-10-29
- 8-22-29 JHB Awaiting advice from G.A.H. as to offer on this. Up 9-10-29
- 9-19-29 JHB Brian advises that he does have the right to sub-lease any portion of this prop. for adv. purposes. See W.A.H. re. info. Mr. Friman gave him & H.H.W. to the contrary.
- 9-26-29 WAH Friman, Amer. Trust, again advises Brian's lease gives him no authority

OVER

Am't			
Date	Offered	By	Contact Data
(Brot. Forward)			or right whatsoever to lease adv. privs. of any nature on either frontage.
12- 4-29		NEB	Thos Bros. report this property sold to Joe Toplitzky. Up 12-14-29
12- 4-29		WAH	Warner Bros to erect theatre within 60 days. Up 1-15-30
1-15-30		WAH	Letter to L. A. requesting they contact Toplitzky as to plans for theatre construction. Up 2-5-30
1-22-30		WAH	See unsecured card for Franklin & 20th SW for letter to Los Angeles regarding this property. Up 2-8-30
2-25-30		SW	Thos. Bros. report property sold to Warner Bros. Downtown Theatre Corpn.
2-25-30		WAH	Another letter to L.A. req. information in this connection. Up 3-15-30
2-28-30		WAH	LA advises nothing definite to report as yet. Up 3-28-30
3-24-30		WAH	L. A. reports: "We are unable to secure a lease for you on the above described locations for reason that Warner Bros. are planning the erection of a building at a very early date." Up 6-10-30

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO 3503

LOC. Harrison & 7th NW 37½x75'

LEGAL Lots 22 and por. 21, Block 79 in Kellersberger's Map of Oakland

LOC.

LEGAL

OWNER ~~FRED A MILLER~~Tenant: ~~BLACKMAN~~

K. H. BLACKMON, Kings Service Stn.,

ADDRESS

2309 Adeline St.

7th & Harrison Sts., Oakland

Am't

Date Offered By Contact Data EXTRA TIGHT

11-15-28	JHB	Mr. A. White to install gas station on this prop. when present bldgs. are removed. Watch for available adv. space
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[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. Harrison & 7th NW ~~37 1/2 x 75~~ 100x125
 LEGAL Lot ~~22~~ and ~~part of~~, Block 79 in Kellers-
 berger's Map of Oakland
 LOC. Lots 19 to 24 inclusive, Block 79, Kellers-
 berger's Map of Oakland
 LEGAL

OWNER ~~MILLER~~ FRED A. MILLER
 Tenants: BECKMAN & SPRAU
 ADDRESS C/o W. Eliassen, Central Bank Bldg.
 Oakland, California

	Am't		
Date	Offered	By	Contact Data B4 ITA
			Formerly under lease to us No. 3503 - 10 yrs from 1-16-29 @ \$7.50 yr Ann. Form A-1 from K. H. Blackmon (tenant).
4- 4-29		JHB	Not advisable to tie up with Beckman as yet as he advises he contemplates selling soon.
4-19-29		JHB	Mr. Ott, new owner of station will do nothing for time being.
5-20-29		JHB	Ott wants rear of filling station built so that view of old houses etc. is completely blocked. Boards to be built at once.

- 5-25-29 JHB Surveyed property with G. V. Smith who advised location only suitable for six sheets.
- 5-29-29 JHB Submitted offer to Otto to build six sheet so that good portion of view of old houses blocked. Will take up with his Company & advise.
- 6- 1-29 JHB Otto advises he has made deal with S. S. S. co to place three 25' panels of illuminated posting at rental of \$9.00 per month for a period of 3 yrs from 6-1-29.
- 6- 1-29 NEB Under lease to Special Site Sign Co. 3 yrs from 6-1-29 @ \$108.-yr 12/A
- 7- 3-29 JHB 3 Ill. panels built by S. S. S. Otto satisfied with present arrangements.
- 9- 1-29 JHB Nothing new on this. S. S. S. only using 1 panel. Up 8-25-29
(over) Up 11-27-29

Am't			
Date	Offered	By	Contact Data
12- 1-29	JHB	Rental being paid regularly.	Up 2-1-30
2-20-30	JHB	Rental O.K.	Up 5-1-30
5-10-30	JHB	Joe Otto advises rental paid regularly.	Up 7-17-30

7-25-30	JHB	Rent coming in O.K.	Up 10-10-30
10-20-30	JHB	Rental O.K. on this location.	Up 1-5-31
1-20-31	JHB	Rental O.K. on this location.	Up 4-5-31
4-13-31	JHB	Rental O.K. here.	Up 7-1-31
7-10-31	WAH	O. K. to pass contact.	Up 9-27-31
9-29-31	RNC	This is O. K. at present.	Up 12-20-31
12-29-31	RNC	No change on this.	Up 3-18-32
3-18-32	RNC	Rental coming in satisfactorily here.	Up 6-5-32
6- 8-32	WAH	O. K. to pass contact.	Up 7-10-32
12- 1-32	RNC	No change on this.	Up 11-20-32
2- 8-33	EAD	1 Unill B P changed to City Illum. Bu.	Up 2-20-33 H. Up 7-1-33
7-11-33	RNC	Otto, Signal Oil, advises rental coming in O. K.	Up 10-1-33
10-17-33	RNC	Otto, of Signal Oil, advising everything satisfactory here.	Up 1-9-34 Up 4-10-34
4-24-34	RNC	S. S. S. still operating on this location.	Up 7-17-34
7-18-34	RNC	S. S. S. still operating here.	Up 10-9-34
10-18-34	RNC	S. S. S. using this for 3 PP rental being paid satisfactorily	Up 1-10-35

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

Broadway EL 134 S 20th 125
 LOC. ~~Broadway EL 134 S 20th St. 93' (aga.wall)~~
 LEGAL Lot 3 and por. 4 Block F Fountain Place
 LOC.
 LEGAL WARNER BROS. DOWNTOWN
 THEATRE CORPN.

OWNER ~~TWENTITH & BROADWAY REALTY~~
~~CO.~~
~~MERCANTILE AMERICAN REALTY~~
~~CO.~~

Tenant: Mr. Brian

ADDRESS

e/o Mr. Priman, S.F.

Date	Offered	By	Contact Data	Am't	C-1	B4	ITA
------	---------	----	--------------	------	-----	----	-----

EXTRA TIGHT

7-20-28			See filled office record card on file.				
7-20-28		ED	Leased for parking station.				
8- 6-28		HHW	Working out deal with Brian				Up 8-20-28
8-11-28		RB	Property reported sold by Thos. Bros. to Mercantile American Realty Co.				

Unill B P new style poster panel
and 1 Illum new style poster
panel. Up 8-8-31

- 1-12-31 WAH No reply from L.A. to date.
Up 2-15-31
- 2-16-31 WAH No report from L.A. as yet.
However, learn theatre may start
soon and will cover entire prop-
erty. Up 4-20-31
- 4-23-31 WAH Auto Laundry advises S. S. S. in
arrears on rental; will not advise
term of S. S. S. lease.
Up 6-10-31
- 7-20-31 WAH O. K. to pass contact. Up 10-5-31
- 10- 5-31 WAH O. K. to pass contact.
Up 12-18-31
- 12-24-31 WAH No change on this location.
Up 3-10-32
- 3-12-32 WAH Deal for theatre construction in-
definitely abandoned. Calif. Auto
Laundry continuing with S. S. S.
Co. on original basis. Up 6-1-32
- 6- 8-32 WAH O K to pass contact. Up 7-10-32
Up 11-10-32

[On back]:

Am't			
Date	Offered	By	Contact Data
8-19-32	WAH		Contacted Lou Halper, exec. vice president and general manager of

[Crest]

Foster and Kleiser
COMPANY

166

154'

LOCATION Broadway EL 120' S. 20th St. 99' 93'
(against wall)LEGAL Lot 3 and portion 4 Blk 639 Blk F - Fountain
PlaceOWNER ~~ORPHEUM REALTY CO. FRANK~~
~~PROCTOR~~ Oakland Title Ins. & G. Co.ADDRESS Oakland, Calif., Tribune Tower. TWEN-
TIETH & BROADWAY REALTY CO

AGENT

LEASE NO.

CITY Oakland

CLASSIFICATION SUR

PHONE

Amt.				
Date	Offered	By	Vol 1 #48	Remarks
			Up 2-18-24	
3-28-24		LG	Leased for auto market using frontage up 6-1-24	
6- 6-24		ED	Leased for auto market at 150.00 per mo. up 8-6-24	
8- 6-24		LG	Leased to Jacks Auto Market. Up 11-6-24	
11- 3-24		LG	Can't put up any signs. Leased for auto market. Up 1-4-25	

1- 7-25	LG	Leased for Auto Market.	Up 4-1-25
4- 4-25	LG	Using for Storage purposes (Elks Club)	Up 6-29-25
6-25-25	LG	Will be in use for 8 months because of new bldg. no progress	Up 9-14-25
9-14-25	LG	Leased for auto market storage. No progress.	Up 12-1-25
12- 1-25	LG	No progress - auto market.	Up 2-20-26
2-19-26	LG	Rented for auto market. Mo. to mo. To build theatre any day.	Up 5-7-26
3- 16-26	WH	Only way to build is in violation of billboard ord.	Up 6-10-26
5- 4-26	LG	May build but at present getting good money from auto yard.	Up 7-28-26
7-30-26	WH	Same condition existing.	Up 10-20-26

	Amt.			
Date	Offered	By	Remarks	
10-28-26		WH	Auto yard still on prop.	Up 1-20-27
12-13-26	30.-	EHD	Quoted \$15. panel. Minimum \$30. Wants to wait for decision on 17th SL W. Telegraph.	
12-15-26	120.-	EHD	Told Proctor would guarantee 8 panels. Req. outline in letter.	Up 12-16-26

12-16-26	EHD	Left letter with Proctor. Will advise.	Up 12-20-26
12-20-26	EHD	Proctor req. call end of week. Has deal on.	Up 12-23-26
1- 5-27	EHD	Option still out on prop. Does not want us to go to expense of building and then take down at once. Req. call.	Up 1-19-27
2-17-27	ED	Deal to be closed	Up 2-24-27
2-23-27	ED	Deal to be closed	Up 3-15-27
3-19-27	ED	Property sold to Oakland Title.	Up 3-30-27
4- 2-27	ED	Will get name of new owner	Up 4-15-27
5-26-27	Ed	Will get name from Oakland Title Co.	Up 6-15-27
6-19-27	ED	Will get name from Oakland Title Co.	Up 7-15-27
6-21-27	ED	Property sold to. Hamberger	Up 7-5-27
7- 7-27	ED	Deal on for lease.	Up 7-15-27
7-19-27	ED	Will get name of new owner.	Up 8-15-27
10- 1-27	ED	Mr. Rittigstein said to call	
11-15-27	ED	" will see owner	
12-30-27	ED	Owner in Los Angeles.	Up 1-15-28
2-10-28	ED	Mr. Rittigstein will see owner.	
5- 2-28	ED	" " " "	Up 5-30-28
6-19-28	ED	Said to call.	Up 7-15-28

[Written in red]: Transferred to new card

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. Broadway EL 174.25 S 38th 90'
LEGAL So. 42' lot 2, All lot 3 Block 1 Weston Tract
LOC.
LEGAL

OWNER UNITED ENGINEERING COMPANY
Atten: Mr. R. E. Christy, Secty.
ADDRESS 298 Stewart Street, S. F.

Am't				
Date	Offered	By	Contact Data	ITA
			B 3 B4	

Formerly Lease 3955 2 yrs from
6-28-30 @ \$90.00 yr 4/A Form
Special Letter from United En-
gineering Co. by Christy, Secty.
2-C

12-7 -31	WAH	Letter of cancellation secured.
1-21-32	WAH	May be able to secure again on re- duced rental basis at later date.

Up 4-7-

- 6-18-30 WAH L.A. reports Warner Theatre to start within 30-40 days.
Up 8-15-30
- 8-20-30 WAH Letter to L.A. req. Mr. Evans again be interviewed. Up 9-5-30
- 9-10-30 WAH L.A. advises plans have not fallen through - temporarily delayed. Expect to commence construction as soon as conditions permit.
Up 11-10-30
- 11- 7-30 WAH Spec. Site bldg on here. Have made deal with tenant to maintain priv work in exchange for several panels.
- 11- 7-30 WAH Letter to L.A. req. immediate contact to determine tenant's authority to sublease for advertising purposes. Up 11-12-3p
- 12- 1-30 WAH L.A. adv. Auto Laundry tenant has made lease without Warner Bros. knowledge or consent. Further advises tenants are only on mo to mo basis. They wish to check further into this situation before making any decisions.
Up 12-15-30
- 12- 5-30 WAH S.S.S. Co. have erected two Unill B P panels. Up 12-15-30

SEE NEW CARD

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR ASSIGNED TO
LEASE NO.

LOC. Broadway EL 134 S 20th 125'
LEGAL Lot 3 and So. 32' lot 4, Block F in Fountain
Place

LOC.
LEGAL

OWNER WARNER BROS. DOWNTOWN
THEATRE CORP'N

Tenant: Mr. Brian

ADDRESS ~~Los Angeles, California~~
C/o B H Cohn, 6425 Hollywood Blvd.,
Hollywood, California

	Am't			
Date	Offered	By	Contact Data B4	ITA
12- 5-30		NEB	See filled office record card for old data.	
12- 5-30		WAH	S. S. S. Co have erected 2 Unill B. P.	
12-17-30		WAH	Another letter to L. A. requesting report of progress, particularly since our letter of 11-6. S. S. S. Co have illuminated one panel. Capacity should now show one	

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO. 3955

 LOC. ~~Broadway EL 250' N. Mess 45' Broadway~~
 EL 174.25 S 38th St. 90

 LEGAL ~~Lot 2 Blk 1 Weston Tract~~ Por. Lot 2 &
 all 3 - Blk I Weston Tract

LOC.

LEGAL

 OWNER UNITED ENGINEERING CO.

ADDRESS 298 Stewart St., San Francisco

(Mr. Gray or Mr. Christy)

~~EXTRA TIGHT~~

	Am't			
Date	Offered	By	Contact Data	A3 ITA

See former office record card in Filled File)

Up 2-25-28

 1-23-28 60.00 WAH Letter to Knight requesting he
 contact owners for us Up 2-20-28

 3- 1-28 WAH Letter from United Eng. Co. offer-
 ing to lease entire property (in-
 cluding house) at \$50.00 mo.

Up 5-1-28

 5-17-28 WAH Willing to lease under above
 terms. No progress. Up 7-10-28

- 7-20-28 60.- WAH Talked with Christy who said Gray rented to "Art Adv. Co." (statues) on mo. to mo. agreement, cancellable anytime. Believes they are paying \$120.00 yr. Not sure as Gray made arrangements during his absence. Says they are more than satisfied as they are not tied up as they would be under terms of our agreement. Up 10-1-28
- 10-11-28 WAH Christy says we are just wasting time contacting them. Too well satisfied with present mo. to mo. arrangements on Status at \$10.00 mo. No progress at all.
- 10-24-28 WAH Absolutely declines to consider as long as present "Statue" co. care to continue on their mo. to mo. basis. Up 1-5-29
- 1- 4-29 WAH Both partners decline to lease to us as long as other company continue on present satisfactory basis. Up 3-15-29
- 3-21-29 WAH Gray & Christy both feel disinclined to make any change. Up 6-8-29

[Stamped on face]: CANCELLED

[On back]:

Am't			
Date	Offered	By	Contact Data
6-13-29		WAH	Situation unchanged. May be some change inside 30 days or so See later. Up 7-15-29
8-9-29	60.-	WAHA	Description as above now correct. Entire 90' frontage should be tied up, with understand. that our structure would be built on open portion only. Writing letter to S. F. today requesting contact be made. Up 9-10-29
8-24-29		WAH	S. F. advises Hy-Art lease still in effect - @ \$120.00 yr. rent paid to 6-1-30 Up 11-7-29
11-24-29		WAH	Conditions unchanged. Let ride for time being. Up 1-20-30
2-24-30		WAH	Letter to S. F. req. contact. Up 3-28-30
3-25-30		WAH	S. F. advises rental paid in advance to June 1930. Willing to consider our prop then, however. S. F. will follow up. Writing L. A. today req. they contact, Hy-Art Display Co. for information relative to location. Up 4-28-30.
4- 4-30		WAH	Letter to L. A. Up 4-25-30

- 5-15-30 WAH L. A. advises several calls at Hy-Art, 554 W. Garfield Ave., Glendale, and have failed to find any activity there, and letters sent to that address have resulted in no replies. Writing S. F. today to endeavor to secure a lease from owners in San Francisco in June.
Up 6-14-30
- 6-16-30 WAH J. Wyman S. F. now handling - Secty. Co. personal friend of his. Believes he can secure. Up 7-1-30
- *6-28-30 WAH 2 Yrs from 6-28-30 at \$90.00 Yr. 4/A Form Special Letter from United Engineering Co. by R. E. Christy, Secty. 2-C
- 10- 1-31. WAH R. Christy favorable to our request for cancellation. Will discuss with his partner Mr. Gray.
- 10-17-31 WAH Hold Rental after Dec. 28, 1931. Letter of cancellation mailed for signature today. Unsecured card made. ✓ Up 10-28-31
- 10-21-31 WAH Cancellation secured today effective 12-28-31. WAH WAH
Up 1-15-32.

[Stamped]: Structures Removed—Check for Rebuild or Cancellation

EXTRA TIGHT

[Crest]

Foster and Kleiser
COMPANY

LOCATION 13th & Alice NE (Res) 75x25

LEGAL Blk 195 Lot 1 Kellersberger's Map of Oakland

OWNER ~~HENKAN~~ LILLIAN ISSAACS, J. D.
ISAACS

ADDRESS

AGENT G. M. Richardson - Oakland Bank Bldg.,

LEASE NO.

CITY Oakland

CLASSIFICATION SUR

PHONE

Amt.				
Date	Offered	By	Vol. 6 #34	Remarks
			Up 3-3-24	
6-	6-24	LG	Nothing doing. Had 3 sheets on fence. May put in garages. City is trying to condemn old houses	
			Up 8-6-24	
8-	8-24	ED	At present time house on the property. Up 11-8-24	
11-	14-24	ED	Going to build 30 days. Up 2-1-25	
2-	2-25	ED	May build in 30 days. Up 4-15-25	
4-	14-25	ED	Going to build. Up 6-5-25	
6-	10-25	ED	" " " 30 days.	
				Up 8-1-25
8-	1-25	ED	May build in 30 days.	
				Up 10-1-25

10- 3-25	ED	Going to build.	Up 12-1-25
12- 4-25	ED	Deal on for bldg.	Up 2-1-26
2- 4-26	LG	Bldg. on this. Signs would kill.	Up 4-28-26
4-20-26	LG	“ prop. Signs would kill. No progress.	Up 7-10-26
7-10-26	LG	“ . Signs will kill house.	Up 10-3-26

[On back]:

Date	Amt. Offered	By	Remarks
10- 3-26		LG	Kill view of house. Up 12-20-26
12-29-26		KGH	Mr. Richardson is out of town until Monday Up 1-2-27
1-14-27	\$20.	KGH	Mr. Richardson will take up with the owners. See in about 10 days.
1-31-27		KGH	Mr. Richardson has not heard from all parties interested yet.
2-25-27		KGH	Mr. R. said he has had no reply from the Isaacs. He can do nothing until he hears from them. Up 3-20-27
3-31-27		MF	Isaacs still traveling. Richardson will advise when he hears from them. Up 5-1-27
5- 6-27		MF	Situation the same. Will phone when Isaacs returns. Up 6-15-27

- 6-25-27 MF Richardson has had no further word from Isaacs. Up 8-1-27
- 8-17-27 MF "R" says Isaacs still traveling & has had no word from them. Isaacs home in N. Y.
Up 10-15-27
- 11-15-27 WAH Contacted Mr. and Mrs. Morris, 434 Post St. S. F., 1/2 owners, and daughter and son-in-law of the Isaacs. Endeavoring to lease on optional basis. - (survey location)
- 12- 8-27 WAH Morris has talked over with atty. and decided against idea. Says present Sweeney 6's must come down. Up 1-22-28
- 1-30-28 WAH Wants no signs here. Says he has ordered Sweeney off.
Up 3-15-28
- 4-12-28 WAH Morris in N. Y. for 3 or 4 weeks.
Up 5-15-28
- 5-16-28 WAH Tenant gave lease to Shurtz. Morris ordering Shurtz to vacate. Promises that F. & K. will secure if anyone does. Will not even give us letter of permission to keep property clean. Up 7-15-28
- 7-19-28 WAH Morris in N. Y. City. Will return end of month. Up 8-2-28

[Written in red]: SEE NEW OFFICE RECORD CARD

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. 13th & Alice NE (res.) 100x50

LEGAL Block 195, Lots 1, 2 & S. 50' of lot 28, Kel-
lersberger's Map of Oakland

LOC.

LEGAL

OWNER LILLIAN & J. D. ISAACS
 MR. & MRS. V. D. MORRIS
 LILLIAN ISAACS & JOHN D ISAACS,
 C/o B. C. Morris,ADDRESS C/o G. M. Richardson, Oakland Bank Bldg.
 (~~517~~ Sutter St. San Francisco)
 517 Sutter St. San Francisco, Calif.

Am't

Date Offered By Contact Data A3 B4 2TA 1TA

See filled office record card for
previous information.10-19-31 RNC Offered in return for painting
fence. Tenant thinks she would
like all boards removed.

Up 12-27-31

- 11-19-31 WAH Morris advises conditions make it impossible to do otherwise than allow tenant to continue for time being on present basis with Special Site. Special Site have just recently completed 2 Illuminated Poster Panels for which they pay tenant \$60.00 yr & Morris \$60.00 yr on a one year lease only.
Up 2-1-32
- 2-18-32 WAH Same situation prevailing.
Up 5-4-32
- 5- 3-32 WAH There will be no change here until the latter part of year.
Up 7-20-32
- 7-18-32 WAH O. K. to pass for present.
Up 12-10-32
Up 5-1-33
Up 10-1-33
Up 3-1-34
- 3- 9-34 WAH Morris advises same tenant in possession of property and while she is still a source of trouble, they are reluctant to oust her because of inability to find another tenant. Special Site panels are maintained under agreement with this tenant.
Up 6-20-34

[On back]:

Date	Am't Offered	By	Contact Data
7-26-34	WAH	Same situation prevailing. S. S. S. Co. still here.	Up 9-10-34
9-17-34	WAH	Morris in New York City until October 1st.	Up 10-1-34
11- 9-34	WAH	Called in answer to Morris' letter requesting our proposition. Find that S. S. S. Co have two yr lease from 10-29-31 @ \$75.00 with option of yr to yr renewal unless notified 30 days prior to end of each succeeding year. Up 5-1-35	

- 11-15-29 RW Lease to be cancelled account Silva no longer tenant. See E. A. Duveneck regarding other F & K locations on this property.
Up 12-15-29
- 12-26-29 RW Mr. Duveneck advises Mr. May, owner, gave permission for bd. to remain a while longer.
Up 3-10-30
- 6- 2-30 RW Mr. May says unless S. S. S. board is down in 30 days he will assume the right to remove it. Notice to this effect sent to S. S. S.
Up 9-10-30
- 10-16-30 RW Mr. May expects to remove board at earliest convenience.
Up 1-10-31
- 2-19-31 RW Will see Mr. May Mar. 5th.
Up 3-1-31
- 11- 3-31 RW SSS board still on property. Man undecided.
Up 3-1-32
- 4-25-32 RW SSS board still on property.
Up 8-10-32
- 9- 1-32 WAH Check at later date.

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. 23rd Ave & E 8th SE 30.69x60.25

LEGAL Westerly 64.5' of lot 32, Block B in Resub of
Block 23 North Alameda Tract

LOC.

LEGAL

OWNER MAUD A. JONES

ADDRESS 10969 S. Spring St. Los A.

		Am't		
Date	Offered	By	Contact Data	B4 4TA

Under lease to Special Site Sign
Co. 1 Unill B P Built

5-28-31	WAH	O. K. to pass contact.	Up	9-10-31
---------	-----	------------------------	----	---------

9-10-31	WAH	O. K. to pass contact.	Up	2-10-32
---------	-----	------------------------	----	---------

2-18-32	WAH	Check at later date.		
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[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS HWY LEASE NO.

LOC. E 14th SL 4/10 Mi E San Lorenzo Junction

LEGAL

LOC.

LEGAL

OWNER MR. J. COELHO

ADDRESS San Lorenzo, Calif.

Date	Offered	By	Am't	Contact Data	B2	4TA
------	---------	----	------	--------------	----	-----

Under lease to Special Site Sign
Co. 5 yrs from @ \$30.00 yr

5- 3-28	LG	Location only fair.
10-28-28	LG	Could not give date of payment. Advises hwy going thru. Sign would have to come down.

- 5-29-29 RW This board must be moved when highway widened. Up 11-15-29
- 11-15-29 RW Board blank. Let ride until highway widened. Up 2-20-30
- 3- 7-30 RW Hwy. to be widened within 60 days. Up 5-10-30
- 6-12-30 RW Board has been set back - rental paid - lease O. K. Up 11-10-30
- 11-17-30 RW Coelho states lease covers only space occupied by board. Rent paid Up 4-20-30
- 6-15-31 RW Coelho states rent unpaid. S. S. S. may give up location.
- 7-10-31 RW Board still on property. One-half of 50' bears copy of American Creamery. Up 10-20-31
- 12- 9-31 RW Property may be sold to Oakland Speedway. Up 2-10-32
- 12-19-31 RW Condition unchanged.

[Crest]
Foster and Kleiser
COMPANY

CITY Oakland CLASS HWY LEASE NO.

LOC. San Pablo & Lenox SW (El Cerrito)

LEGAL

LOC.

LEGAL

OWNER JOHN STURM

ADDRESS 541 - 63rd St. Piedmont 3610-W

Date	Offered	By	Am't	Contact Data	B2	4TA
				Under lease to Special Site Sign Co. @ \$20.00 yr.		
11- 7-28		RW		Wagner, Realtor,	states	Coast
				have lease to Jan. 1, 1929.	Paid	
				\$20.00.		
5-18-29		RW		See nearer expiration date.		
						Up 11-3-29
11-20-29		RW		Rental paid to January 1st, 1930.		
						Up 10-20-30
12-14-30		RW		G. A. H. does not wish to make offer.		
						Up 7-20-31
9-21-31		RW		Rent paid to January 1st, 1932		
						Up 1-20-32
1-21-32		WAH		Check this at later date.		

[Crest]
 Foster and Kleiser
 COMPANY

CITY Oakland CLASS HWY LEASE NO.

LOC. San Pablo & Huntington NW 50x100
 LEGAL Block 66, Lot 27 and 28
 LOC.
 LEGAL

OWNER ~~DAVID J. CROSS~~
 EDWARD FROEBEL
 ADDRESS ~~Richmond, Calif.~~
 1210 McDonald Ave., Richmond

Date	Am't Offered	By	Contact Data	B2	4TA
			Under lease to Special Site Sign Co. 5 yrs at \$15.00 yr from 1-1-25		
5- 7-28		LG	Will advise when receives check for rental, giving payment date.		
11- 6-28		LG	Call later. Will give new owner's name or check at city hall.		Up 1-15-29
6-18-29		RW	Mr. Froebel will entertain rent offer at expiration of S. S. S. lease.		Up 11-10-29
12-12-29		RW	Mr. F. says S. S. S. have lease for four more years.		Up 6-15-30
7-23-30		RW	Lease still holds. Rent paid.		Up 2-20-31
2-20-31		RW	Rent paid to 1-1-32		Up 10-20-31
12-10-31		RW	S. S. S. to continue. Space sold to Hotel Oakland.		Up 6-20-32
12-19-31		RW	Condition unchanged.		

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

LOC. E 10th & 8th NW

LEGAL

LOC.

LEGAL

OWNER J. M. LOTTA

ADDRESS Broadway & 38th NE

Am't

Date Offered By Contact Data B4 4TA

			Under lease to Special Site Sign Co. 5 yrs from 10-28-27 @ \$50.00 12/Ann
11- 3-27		HHW	Above information re. rental or time is not definite. Lotta offered this to us for \$50.00 yr saying Spl. Site offered \$50.00. Location would not warrant this rental.
2- 1-28		HHW	Special Site paying \$50.00 yr. Have good lease.
7-18-28		HHW	Additional panel built. Good lease but high rental.
3-26-29		HHW	Property to be cut down account widening of E 10th St. State condemning property for City of Oakland.

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

LOC. 7th St. SL 900' W of S. P. Subway

LEGAL

LOC.

LEGAL

OWNER SOUTHERN PACIFIC COMPANY

ADDRESS

	Am't			
Date	Offered	By	Contact Data	B2 4TA
10- 5-32		EAD	Under lease to Special Site Sign Company 1-12x40' Illum City Bu. erected advertising Associated Oil.	Up 3-18-33 Up 11-1-33
12- 5-33		WAH	Special Site still maintaining structures here.	Up 11-1-34
11-10-34		WAH	S. S. S. Co. still here.	Up 8-1-35

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

LOC. E 12th NL 124' E. Fruitvale 73'

LEGAL ~~Blk 773~~ Lots 28-29-30 Phillips Sub. of Blk
773 of Levy & Lane Tract Blk 2194

LOC.

LEGAL

OWNER THOS. H. HAMON

So.

ADDRESS 531-4th St., / Vallejo
Box 575, Corning, Tehama CountyEXTRA TIGHT

Am't

Date	Offered	By	Contact Data	B3	B4	2TA
11- 9-27		WAH	Spec. Site have target on this property.			
11-10-27		WAH	Wrote S. F. today req. tie up \$5.00 to \$7.50 until built and then double rental when built.			Up 12-10-27
11-14-27		RB	S. F. advises they have turned over to Geo. Richards to contact.			
12- 9-27		HHW	No info. as yet.			Up 1-10-28
1-10-28		HHW	No contact as yet.			Up 2-15-28
1-30-28	7.50	WAH	Letter from S. F. stating Hamon has been offered \$40.00 by Spec. Site for large sign. Tenants now object to Spec. Site target; of course he declines our offer of \$7.50 yr.			Up 4-30-28

5- 4-28	WAH	Conditions remain same. No progress. Up 9-1-28
8-30-28	WAH	Tenants object. Hamon will not consider under these conditions. Up 11-15-28
11-15-28	WAH	Tenants still object to Special Site target here. Cannot build larger <i>larger</i> structure under these conditions. Up 3-1-29
2-27-29	WAH	Cannot secure this from owner due to tenants objection. Might be well to write S. F. and have owner contacted on next update. Up 5-16-29
5-23-29	WAH	Tenant Mrs. Petersen, will be home in A. M.
6-20-29	RGB	Tenant objects to structures very much. Would spoil garden. Up 9-5-29
9-12-29	40.- RGB	Letter to Sacramento req. contact Mr. Hamon & offering \$40.00 yr. [On back]:

Am't		
Date	Offered By	Contact Data
10- 8-29	RGB	Letter from Sac. adv. Mr. Hamon out of town. They will contact him on his return.
10-25-29	RGB	Letter from Sac. stating Mr. Hamon's house in Corning closed and return unknown. Up 1-25-30
12-20-29	RGB	Tax records give address as 531 4th St. So. Vallejo.

- 1- 4-30 RGB Letter to S. F. Branch asking them
to contact Hamon in Vallejo.
Up 1-25-30
- 1-25-30 RGB No reply from S. F. as yet.
Up 2-10-30
- 2-13-30 RGB Letter to S. F. req. contact
Up 2-27-30
- 2-27-30 RGB No reply from S. F. as yet.
Up 3-10-30
- 3-10-30 RGB Letter from S. F. stating not to be
found in Vallejo.—
- 4- 6-30 RGB Contacted tenant who gives corn-
ing address which Sacramento
Branch could not find. Wait for
tax records Up 5-8-30
- 5-17-30 RGB Conning address still in tax books.
Up 8-1-30
- 8-16-30 RGB S. S. S. Co. target still here.
Up 9-28-30
- 9-20-30 RGB 1 Panel, B. P. erected here today
by S. S. S. Co. Up 11-20-30
- 11-24-30 EGB S. S. S. still here. No change.
- 12- 1-30 RGB Letter to Sacramento Branch to-
day. Up 1-12-31
- 2-19-31 RGB Letter to Sacramento Branch.
Up 3-3-31
- 3-23-31 RGB Sac. branch replys S. S. S. has 10
yr. lease at \$25.00 per year.
Up 8-8-31
- 8-20-31 WAH O. K. to pass contact. Up 2-2-32
- 2-18-32 WAH Situation unchanged at this time.
up 8-1-32
- 9-1-32 WAH Check at later date.

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. 40th St. and Manila NE 32. 8x103.1
 LEGAL Lot 7 Block H In Resub. of Blocks H & G
 Alton Park

LOC.
 LEGAL

OWNER CHARLES M. WOOD
 ADDRESS (Syndicate Bldg.) - 851 52nd St.

Date	Offered	By	Contact	Data	B3	B4	4TA
				Am't			
6-27-27	\$18.-	BFC	Wood wants	\$100.00 year to bal-			
				ance rental on 32nd and Peralta.			
7-25-27		BFC	Same as above-	Assign to E. A. D.			
							Up 8-15-27
9-21-27		ED	Said to call				Up 9-26-27
12- 8-27		ED	Wants \$100 per year				Up 12-12-27
1- 9-28		ED	Wants \$36 per year				Up 1-15-28
1-31-28		ED	Said to call				
2- 5-28		ED	Said to call.				Up 6-1-28
5-23-28		Ed	Will lease for taxes.				Up 6-1-28
6-15-28		ED	Will lease for taxes.				Up 7-30-28
8- 6-28		ED	Taxes \$60.00 a year.				Up 8-30-28
8-22-28		ED	Wants \$60.00 a year.				Up 9-30-28
9-30-28		ED	"				Up 12-30-28
1-12-29		ED	Will lease for taxes.				Up 1-20-29

1-20-29	ED	“ “ “ “	Up 3-30-29
3-30-29	ED	“ “ “ “	\$80.00 Up 7-1-29
7- 5-29	ED	Will lease for \$75.00 a year.	Up 8-30-29
9-23-29	RGB	Wood feels our system of leasing property <u>all</u> wrong; would like to reorganize it; is renting us some property already, but will not con- OVER	

Am't

Date Offered By

(Brot. Forward)		sider this till our offer approximates \$100.00.	Up 1-29-30
1-28-30	RGB	Wood still insists on exhorbitant rent.	Up 6-1-30
6-26-30	RNC	Wood wants high rental for this.	Up 12-1-30
11- 8-30	WAH	Leased to Special Site Sign Co. who have built two panels Unilluminated. Wood advises he is receiving better than \$100.00 per year for this.	Up 3-1-31
3- 7-31	RGB	S. S. S. Co. still here; no change.	Up 8-26-31
8-26-31	WAH	O K to pass contact.	Up 12-8-31
11-27-31	WAH	O. K. to pass contact.	Up 8-1-32
9- 1-32	WAH	Check at later date.	

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. E 14th NL 125 E 52nd Ave 170

LEGAL Lot 4 Block Y in Patterson Ranch

LOC.

LEGAL

OWNER V. N. SMITH

ADDRESS

Am't			
Date	Offered	By	Contact Data B4 3TA
8-18-30		JHB	Special Site Sign Co. has had target sign on this location for a year or two and are paying \$4.00 per mo. and painting fence once a year. They have just erected a 25x10' posting panel, illuminated. Up 11-1-30
11-18-30		JHB	Smith advises rental O. K. Up 2-1-31
2-24-31		JHB	Rental O. K. Up 5-1-31
4-20-31		RNC	Smith satisfied with present arrangement. Up 7-9-31
7-11-31		WAH	O. K. to pass contact. Up 11-20-31
12-24-31		WAH	Spec. Site panel still here. Original agreement still in force.
6-18-34		WAH	Situation unchanged. Check at later date. Up 12-10-34

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. San Pablo & Ocean SW 107x100
 LEGAL Lots 5 & 4 Block 12, Landgren Tract
 LOC.
 LEGAL

OWNER REV. CANTILLON
 ADDRESS 6401 San Pablo Ave. Oakland

Am't					
Date	Offered	By	Contact Data	A2	4TA
3-25-29		RB	Formerly under lease to Coast @ \$120.00 yr. Structure removed as of 3-13-29.		
4-30-29		HHW	Coast were three mos. behind in rental. Rev. Cantillon acting on the advice of his attorney gave them sufficient notice to pay or remove. As nothing was done he had his janitor cut down the board which is still lying on the property.		Up 7-15-29
7-20-29		WAH	Nothing new on this. Up 11-20-29		

- 10- 5-29 WAH Reverend advises he has leased to Special Site Sign Co. end of September at a rental much in excess of what we pay. Leased for 1 yr. with option of five more.
Up 11-28-29
- 10- 8-29 WAH H. H. W. talked with Cantillon and learns that S. S. S. Co. is paying \$120.00 per year for this corner.
Up 12-27-29
- 2- 4-30 JHB 2 - 12½x 47 Ill. City Bulletins now built on this property.
Up 7-1-30
- 8- 6-30 JHB Rental coming in O. K. Up 2-1-31
- 4-29-31 RGB S. S. S. Co. still here. Situation unchanged
Up 10-28-31
- 11-18-31 WAH O. K. to pass contact. Up 6-17-32
- 7- 5-32 WAH Special Site still maintaining their dierectional signs here for Ashby Furniture Co. Check at later date.
Up 2-1-32

[On back]:

Am't		
Date	Offered By	Contact Data
2-10-33	WAH	Check at later date.
6-18-34	WAH	Situation unchanged. Check at later date Up 12-10-34

[Crest]

Foster and Kleiser
COMPANY

CITY OAKLAND CLASS. HWY LEASE NO.

LOC San Pablo Ave. W. L. opposite Sierra Ave.
145'

LEGAL Lots 18-22 Block 33 - Spaulding's Richmond
Pullman Townsite

LOC.

LEGAL

OWNER C. H. and Mary Meyers
ADDRESS 818 Pomona Ave. N. Berkeley

		Am't			
Date	Offered	By	Contact Data	B2	4TA
11- 5-29		RW	Under lease to Special Site Sign Co. 1 - 12 x 93 Hwy (Western Auto) Lease expires 12-8-29.		
			Mrs. M. will disclose am't of rent-but will consider an offer from F & K		
12- 5-29		RW	Mr. M states S. S. S. paying \$55.00 yr. lease Up 12-31-29 Will renew unless offered more. Wants illuminated Hwy built. Ap-		

pealed to Mr. Meyers to have structure removed acc't its enormous size in front of school. Mr. M. interested only in getting as much income as possible to meet taxes
Up 1-5-30

3-29-30	RW	Mr. M. will consider leasing for increased rental	Up 6-20-30
6-27-30	RW	Bring up nearer expiration date.	Up 10-10-30
10-15-30	RW	Mrs. M. will consider leasing only on basis of more rent. S. S. S. still paying \$55.00.	Up 12-1-30
12- 5-30	RW	Space undesirable. Too close to school.	Up 4-20-31
4-27-31	RW	S. S. S. structure still on property.	Up 8-10-31
9-17-31	RW	This bulletin bearing copy of Ambassador Hotel still on location.	Up 12-29-31
4-25-32	RW	Lease still holds.	Up 12-10-32

[On back]:

	Am't		
Date	Offered	By	Contact Data
12-14-32		WAH	Check at later date.

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

7th NL 192.25 W Kirkham 25x148
 LOC. ~~7th NL 199' W Kirkham 25'~~
 LEGAL (metes & bounds)
 LOC.
 LEGAL INTER-CITY FINANCE CORP OF ALA-
 MEDA COUNTY, C/o Merc. Mtge Co.
 1440 Broadway, Oakland

OWNER STEVE RITTER
~~INTER CITY FINANCE CORP.~~
~~INTER-CITY FINANCE CORP.~~

ADDRESS ~~1378 - 7th St. Oakland~~
 C/o Merc. Mortgage Co. ~~1440 Broadway~~
~~3627 San Pablo Avenue, Oakland, Calif.~~

Am't					
Date	Offered	By	Contact Data	B4	3TA
			Under lease to Special Site S. Co.		
			5 yrs from 7-1-28 @ \$14.00 yr		
			Ann.		
7-13-28		HHW	Special Site Co. have had under		
			lease and converted a target sign		
			here to an Illuminated paint B. u.		
			(Post. construction). Have good		
			lease.		

- 8-15-28 HHW Tenant moved out. Owner of adjoining bldg says on account of panel obstructing windows.
Up 9-10-28
- 1-16-29 JHB Mr. Ritter says rental coming in O. K.
Up 5-1-29
- 5- 1-29 HHW Lease O. K. Rental O. K.
Up 9-10-29
- 9-15-29 JHB Same conditions exist here.
Up 3-1-30
- 3-24-30 JHB Rental being paid regularly.
Up 9-1-30
- 9-24-30 JHB Rental O. K. No change in situation.
Up 9-1-30
- 11- 8-30 JHB Ritter still owns property. No change.
Up 3-15-31
- 4-28-31 JHB No change here; Rental O. K.
Up 10-1-31
- 11-27-31 RNC Ritter still owner of this property.
Up 4-1-32
- 5- 1-32 WAH Check at later date. Up 11-20-32
- 12- 1-32 WaH Check at later date.
- 5- 5-33 NEB Thos Bros report property sold by Merc. Mtg. Co. to Inter-City Finance Corp.

[On back]:

Am't			
Date	Offered	By	Contact Data
6-22-33		RNC	I. C. F. C. advise S. S. S. have paid no rental on this.
10- 3-33		RNC	Rental received on this by I. C. F. C. Up 12-25-33
1-12-34		WAH	Special Site maintaining illuminated panel here. Up 8-20-34
9-17-34		RNC	Mercantile Mortgage Co. advises rental being received on this Up 2-17-35

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS HWY LEASE NO.

LOC. . . Foothill Blvd RS 8/10 Mi E. Co. Hosp. Rd.
~~Foothill Blvd RS 7 Mi E. Castro Valley Rd.~~

LEGAL

LOC.

LEGAL

OWNER VARGAS
MR. PERINE

ADDRESS Premises
152 Larchwood Place, Riverside, Calif.

Am't			
Date	Offered	By	Contact Data B2 4TA
			Under lease to Special Site Sign Co.
11- 5-28		LG	Several calls. No contact.
3- 2-29		RW	Not at home.
5-31-29		RW	Numerous calls. Owner never at home. Up 6-25-29
7- 9-29		RW	Vargas not owner. See Co. records.
12-16-29		RW	Letter to Los Angeles office requesting contact of owner. Up 1-10-30
8-19-30		RW	Condition unchanged. Up 3-10-31
3-28-31		RW	Lease still holds. Up 10-15-31
11-24-31		RW	No change in situation. Up 5-10-32
5-24-32		RW	Situation same. Up 12-10-32
12-14-32		WAH	Check at later date.
6-18-34		WAH	Situation unchanged. Check at later date. Up 12-10-34

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS HWY LEASE NO.

 LOC. Mission Rd LS 3-1/10 Mi E of "B" St -
 Hayward

LEGAL

LOC.

LEGAL

 OWNER CHRIS NICHOLSEN

ADDRESS Hayward

	Am't				
Date	Offered	By	Contact	Data	B2 4TA
					Under lease to Special Site Sign Co. @ \$12.00 yr.
11- 5-28		LG	Mr. NicholSEN	getting only \$12.00 yr. Tenant, Mr. Dias, wants rent. At present getting rental of \$5.00 each for small signs.	
5-17-29		RW	Traffic on this road very light acct new Alvarado Hwy. Locations plentiful.		Up 11-20-29
12-26-29		RW	Mr. Dias states S. S. S. lease up in Sept. 1930. Rent pd.		Up 6-10-30
9-25-30		RW	Mr. D. says S. S. S. may continue.		Up 11-20-30

12-10-30	RW	Numerous calls; unable to see Mr. Dias.
1-29-31	RW	S. S. S. pd. for another year at \$12.00. Up 7-10-31
9-22-31	RW	Structure still on property. Up 12-20-31
12-24-31	WAH	Situation unchanged here.

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. Market & 28th NW 75x152

LEGAL

LOC.

LEGAL

OWNER

ADDRESS

Am't

Date	Offered	By	Contact Data	B4	4TA
10-30-31		WAH	Under lease to Special Site Sign Company. 1 Unill B P erected.		Up 11-10-33
12- 5-33		WAH	Special Site still maintaining panel.		Up 11-1-34
6-18-34		WAH	Situation unchanged. Check at later date.		Up 12-10-34

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. San Pablo & 60th SE - N Wall
LEGAL Westerly 138' of lots 1 & 2, Block 6 in Butler
 Tract (Amended Map)

LOC.
LEGAL

OWNER LAGORIO BROS
 ARGENTINA LAGORIO

ADDRESS ~~5932~~ San Pablo Ave.
 105-61st Street, Oakland, Calif.

	Am't			
Date	Offered	By	Contact Data	B4 ITA

Under lease to Special Site S. Co.
10 yrs from 8-24-27 @ \$36.00 yr
S/A

3- 6-29		HHW	Lease recorded by King 12-24-27.	
6- 7-29		JHB	Lagorio says plans for wrecking bldg. very indefinite. Up 9-1-29	
9- 5-29		RGB	King's lease good until bldg is wrecked. Lagorio does not intend building for some time.	

Up 11-20-29

- 12- 2-29 RGB No change. King has good lease.
Up 2-15-30
- 2-20-30 RGB Same situation. S. S. S. has lease
till bldg. is wrecked. Up 5-4-30
- 5-10-30 RGB No change S. S. S. Co. lease still
good. Up 7-24-30
- 8- 6-30 RGB S. S. S. Co. board still here; no
change. Up 10-24-30
- 11- 6-30 RHB Conditions unchanged.
Up 1-25-31
- 1-30-31 RGB Situation unchanged. S. S. S. Co.
still control Up 4-7-31
- 4-10-31 RGB S. S. S. Co. still here; no change.
Up 6-23-31
- 7- 5-31 WAH O. K. to pass contact. Up 9-24-31
- 10- 1-31 RNC Owner advises rental due 7-24-31
has not been paid on this location.
Up 12-18-31
- 1- 1-32 RNC Lagorio Bros. advises rental has
been paid here. Up 3-20-32
- 3-29-32 RNC Lagorio advises rental has been
paid. Everything O. K. here.
Up 6-7-32
- 6- 8-32 WAH O. K. to pass contact. Up 7-10-32

[In red]: 1414-56—#3.

[On back]:

Date	Am't Offered	By	Contact Data
			Up 11-20-32
12- 6-32		RNC	Rental paid on this satisfactorily. Up 2-20-33
3-14-33		RNC	S. S. S. still here. No change. Up 6-1-33
6-23-33		RNC	Rental coming in O. K. Up 9-12-33 Up 11-29-33
12- 8-33		RNC	Lagorio advises this lease satisfactory. Rental being paid here. Up 3-1-34
3-29-34		RNC	Lagorio receiving rental on this. See later. Up 6-17-34
6-11-34		RNC	Lagorio advises rental paid OK on this. Up 9-1-34
9- 6-34		RNC	Mrs. Lagorio advises receiving rental satisfactorily here. Up 11-26-34

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. HWY LEASE NO.

LOC. Dublin Canyon Hwy LS 3-4/10 Mi S of
Altamont

LEGAL

LOC.

LEGAL

OWNER JOHN FLYNN ADDRESS Premises

	Am't			
Date	Offered	By	Contact Data B2	4TA
7-29-31		RW	Under lease to Special Site Sign Co from 7-1-31 1-12x40 Unill Hwy adv. Wm. Taylor Hotel.	
9-22-31		RW	Rent paid to July 1st, 1932.	Up 6-20-32
7-21-32		RW	Bring up.	Up 10-20-32
12- 8-32		WAH	Check at later date.	

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

LOC. Louise WL 100' N 32nd 30'

LEGAL Lot A Block 595

LOC.

LEGAL

OWNER SPECIAL SITE SIGN CO.

ADDRESS Oakland

		Am't		
Date	Offered	By	Contact Data	B4 4TA
10- 8-26			Special Site Co. owns property.	
4-24-28		HHW	Do not contact this adjoins S. S. S. Co. office.	
10- 5-28		HHW	2 of the above structures are at present being used as paint.	
3- 1-29		HHW	O. K. to pass contact.	Up 9-1-29
8-31-29		WAH	S. S. S. own property; adjoins their plant.	Up 3-1-30
3- 5-30		WAH	No contact possible here; same situation.	Up 12-8-30
12- 3-30		WAH	No contact possible here; same situation.	Up 8-1-31
8-15-31		WAH	O. K. to pass contact.	Up 1-8-32
1- 4-32		WAH	Situation unchanged. No contact required at present.	
2- 8-33		EAD	1 Illum panel changed to an Illum City Bu.	
6-18-34		WAH	Situation unchanged. Check at a later date.	Up 12-10-34

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS SUR LEASE NO.

LOC. E 14th & 74th NE 79.87x110
 LEGAL Block 3318, Por lots 7 & 8 in Searles Tract
 LOC.
 LEGAL JOHN PERATA
 OWNER S. BLAND
 H. SCHWARTZ
 HENRY NELSON
 620-44th Avenue, Oakland
 ADDRESS ~~239 E 16th St. Oakland~~
 S & G Clothers, ~~459 12th St.~~

	Am't			
Date	Offered	By	Contact Data	B2 3TA

Under lease to Special Site Sign.
Co. @ \$100.-

5-23-27	HHW	Bland has signed two leases with Spec. Site each for 5 yrs. one starting in Sept. 30, 1926 and one 12-15-24. Each lease calls for \$50.00 per year and is on other than adv. form. Turned down \$75.00 mo. for used car market.		
---------	-----	---	--	--

- 9-12-27 HHW Bland must remain in L. A. acct. ill health.
- 5- 7-29 HHW Finally ascertained that Anderson is residing at the residence of Mrs. Bland & while property is in his name she still actually owns same.
- 6- 5-29 NEB Thos Bros. report lots 7 & 8 sold by J L Anderson to Oakland T. I. & G. Co.
- 6-15-29 120.- ED Mrs. Schwartz wants to look up Special Site Co. leases. Said to Call.
- 6-18-29 120.- ED Mr. Schwartz said lease expires in Sept. 1929. Said to call.
Up 6-18-29
- 8-13-29 ED Mr. Schwartz sick; return to office.
Up 8-20-29
- 8-30-29 WAH Schwartz advises on rechecking that he finds SSS lease does not expire until Dec. 1929 & refuses to consider at present. Up 10-10-29
- 10-11-29 ED Mr. Schwartz said to call 11-15-29.
Up 11-15-29
- 11-15-29 ED Mr. Schwartz said Special Site Sign Co. lease expires Dec. 15, 1930.

[On back]:

Date	Am't Offered	By	Contact Data
3-15-30		ED	Said to call 30 days before lease expires. Up 6-1-30
6-13-30		NEB	Thos Bros report this property sold to Henry Nelson
6-20-30		SW	Thos. Bros report this property sold to John Perata.
7-14-30		JHB	Perata's agent, Mr. Penick, requests bid on location. Advises to his knowledge there is no agreement on property. This bid in W. A. H.'s file signed by Penwick. We quoted \$150.00 Yr.
7-24-30		JHB	Perata wants \$180.00. Left A1 with sale & lease rider to be signed. Working E 14th NL 79.87 E 74th 63.87 on basis of \$4.00 mo. Perata sending reg. letter to Sp. S. S. Co. to remove. Up 7-28-30
12-31-30		JHB	Perata requests advice as to how to proceed in matter. Is very much put out at S. S. S. Co. We advised him it would probably be better to continue along with S. S. S. Co. Up 4-1-31

- 6-29-31 RNC Status unchanged here. Let ride.
Up 11-25-31
- 12- 5-31 RNC S. S. S. still maintain structures
here. Up 2-15-32
- 2-17-32 WAH O. K. to pass contact. Up 6-10-32
- 8- 5-32 EAD Special Site have converted one
Unill City Bu to 2 panels of Unill
B P. Location now carries 1
Illum City Bu and 2 panels of
posting. Up 2-5-33
- 2-10-33 WAH Check at later date.
- 2-15-34 WAH Bulletin still being maintained
here. Up 8-1-34
- 6- 5-34 NEB E. A. D. advises Paint Bulletin
changed to 2 Illum B P. Location
now carrying four Illum B P
Up 8-1-34
- 8-14-34 WAH Outgoing panels badly obstructed
by development on opposite corner.
S. S. S. still maintaining.
Up 3-1-35

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

Hopkins SL 61' E 13th Ave 38x50
~~Hopkins SL 59 E 13th Ave 25~~
 LEGAL (metes and bounds) Portion of lot 1 in Cam-
 eron Tract & Portion of lots 5 & 6
 LOC. Block A in New Town of Lynn
 LEGAL

OWNER A. J. FARIA
 ADDRESS 1318 E 34th St., Oakland

Am't		
Date	Offered	By Contact Data B4 1TA 2TA 4TA
2-25-30	RGB	Under lease to Special Site Sign Co. - 1 yr. from 1-31-30. Mrs. Faria refused to reveal amount of rental. (One 25' panel Unill. B. P)
5-22-30	RGB	Same owner. Lease to S. S. S. Co. still in force. Up 12-20-30
8-19-30	RGB	S. S. S. still here. Same owner. Up 2-1-31
2- 4-31	RGB	Same owner ; conditions unchanged. Up 6-23-31
10-20-31	RNC	Mrs. Faria advises S. S. S. have 10 year lease here. Everything O. K. Up 3-1-32

3-16-32	RNC	S. S. S. still here. Faria still owns this.	Up 7-25-32
7-18-32	WAH	Nothing new here.	Up 12-30-32
2- 9-33	RNC	Faria still owns this. SSS still here.	Up 4-25-33
6- 7-33	RNC	Faria still controls and receiving rental O. K.	Up 8-27-33 Up 1-10-34
1-12-34	WAH	Faria advises original agreement with Special Site still prevailing.	Up 3-27-34
5-28-34	RNC	Mrs. Faria advises rental paid O. K. and that lease has several years to run. Probably a ten year lease from 1-31-30 to 1-30-40-	Up 8-17-34

[On back]:

Am't			
Date	Offered	By	Contact Data
8-21-34		ACD	Special Site Sign Co. lease expires Feb. 1, 1939. Paying 30.00 per year. Possibility of sale or leasing for gas station site with corner. Up 11-10-34

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS. SUR LEASE NO.

LOC. Grove WL 119,69 N 36th 53
 LEGAL Lot 17 Block A in Apgar Tract
 LOC.
 LEGAL
 OWNER MRS. D. FLECK
 ADDRESS 3617 Grove St., Oakland

Am't			
Date	Offered	By	Contact Data B4 2TA ±TA
9-15-30		RNC	Leased to Spec. Site Sign Co.- 8-25-30 @ \$108.00 Yr. 12/A Lo- cation unbuilt at present. Good for two panels of posting. Up 9-22-30
9-27-30		RNC	Two panels built on South side of small store, one panel on North side. Up 12-5-30
12- 9-30		RNC	Mrs. Fleck says everything satis- factory here to date. Up 2-15-31
3- 9-31		RNC	Mrs. Fleck still getting rental O. K. here. Up 5-18-31
5-25-31		WAH	O. K. to pass contact. Up 9-10-31
9-10-31		WAH	O. K. to pass contact. Up 2-27-32
2-29-32		WAH	Check at later date. Up 3-20-32

1778

4- 5-32	RNC	Mrs. Fleck advises rental paid here satisfactorily.	Up 10-1-32 Up 4-1-33
4-16-33	WAH	Check at later date.	
6-18-34	WAH	Situation unchanged. Check at later date.	Up 12-10-34

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS HWY ASSIGNED TO
LEASE NO.

LOC. Tunnel Rd NL 3-3/4 Mi E Tunnel (Contra
Costa Co. Side)

LEGAL

LOC.

LEGAL

OWNER
ADDRESS

Date	Offered	By	Am't	Contact Data	B2
10-15-32				Under lease to Special Site Sign Co. 1-10x30 Illum. Hwy erected, advertising the St. Mark Hotel.	

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 193 Filed 12/28 1934 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Thereupon

CHARLES H. KING

was recalled as a witness on behalf of the plaintiff and testified as follows:

DIRECT EXAMINATION.

BY MR. GLENSOR:

We had a site on the San Francisco-Los Angeles Highway near Redwood City which we leased from Boicelli.

A lease from Ed. Boicelli to Special Site Sign Company, dated March 31, 1918, was thereupon received in evidence and marked Plaintiff's Exhibit 194 in evidence. Said exhibit was thereupon read to the jury.

Plaintiff's Exhibit 194 in evidence was lost or misplaced. In lieu of the exhibit itself, counsel for the respective parties have stipulated that in substance and effect said exhibit was and is a lease from one, Ed Boicelli to Special Site Sign Company, dated March 31, 1918, for an outdoor advertising site on the San Francisco-Los Angeles Highway, near Redwood City, California, for outdoor advertising purposes, at a rental of \$6.00 per year for a term of one year and, at the option of the lessee, for five succeeding years.

(Witness continuing): We built a 10 by 25 foot highway bulletin on this property. It was immediately south of Redwood City and was a good site on the main highway into San Francisco. It was what we called a key location.

(Testimony of Charles H. King)

Two Foster & Kleiser Company office record cards covering the property referred to by the witness were thereupon received in evidence, read to the jury, and marked Plaintiff's Exhibit 194-B in evidence and 194-C in evidence respectively. Said exhibits were thereupon read to the jury.

Plaintiff's Exhibits 194-B and 194-C in evidence were lost or misplaced. In lieu of the exhibits themselves, counsel for the respective parties have stipulated that in substance and effect said Exhibit 194-B was an office record card of Foster and Kleiser Company relating to the property described in Plaintiff's Exhibit 194 in evidence, and containing the following entries and none others:

"4/25/23, secured 10 years from April 25, 1923, at \$5.00. \$22.50 for each sign erected. Form B continuation clause.

"3/28/24, Form A returned. Mrs. Boicelli doesn't wish to continue leasing this property to us. Request personal call.

"4/8/24. Mrs. Boicelli anxious to have us built so she can get larger rental. Turned down several offers on account of our lease. Will try to submit this soon for building.

"12/11/26, built one 12 x 42 highway bulletin (Union Oil). Order cancelled 2/28/27.

"11/15/27, saw Mrs. Boicelli and stated we were endeavoring to build location. O.K.

"12/2/27, built one 12 x 42 highway bulletin (Dunlop Tires, construction ordered cancelled April 4, 1928)"

(Testimony of Charles H. King)

Plaintiff's Exhibit 194-C in evidence was and is an office record card of Foster and Kleiser Company relating to the property described in said Plaintiff's Exhibit 194 in evidence, and contained the following entry and none other:

"5/8/28, built 12 x 42 highway bulletin, (Fageol Motors)."

The said exhibit does not show that that order was ever cancelled.

Witness continuing: We were unable to renew our lease because Ed Boicelli said that Foster & Kleiser had offered more money. I offered more money but he would only give me a year to year agreement, and I believe it was the second year we had to take it down and Foster & Kleiser built it.

MR. CLARK: I move to strike the testimony as to what Boicelli said, on the ground that it is hearsay and incompetent.

THE COURT: Motion denied.

To which ruling of the court the defendants then and there duly and regularly excepted, and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 179.

Q What was the value of the leasehold?

(Testimony of Charles H. King)

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. It is objected to on the further ground that plaintiff lost nothing, its lease having expired.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted, and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 180.

A Referring to my memorandum, defendants' Exhibit QQ for Identification, the value was \$432.

Witness continuing: We had a lease from Thomas Ellison on East 14th Street, 96 feet east of 52nd.

The lease referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 195 in evidence, and is in words and figures as follows to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 195.]

J—1

Cr R.E.M. \$10—

A-1

[Crest]

OAKLAND
SPECIAL SITE SIGN CO.
CALIF.

No.....

City Oakland State California Date Dec - 8 - 1928

In consideration of Sixty Dollars (\$60.00) Dollars per year, payable Six months in advance, the undersigned Lessor hereby leases to Special Site Sign Company, Lessee, the exclusive use of the premises (with free access to and upon same) described as Lot - 6 and 7 - Blk - 2274/6 N. W. Cor of lot 6—on south side of 14th St. Between 52 and 53 Ave—

[Diagram of premises]

situated in the City of Oakland County of Alameda State of Cal for a period of ten years from Dec 10, 1928 for the purpose of erecting and maintaining painted, printed, or illuminated advertising signs, including necessary structures, devices and connections.

In the event said property is improved by erecting thereon a permanent building, this lease shall thereby be terminated; the Lessee shall, upon the return to it of all

(Testimony of Charles H. King)

rent paid for the unexpired term of this lease and upon thirty days' written notice from the Lessor that such permanent improvements are to be made, remove said signs and structures from said property; in the event such improvements shall not be commenced within thirty days after the removal of such signs and structures, the Lessee shall have the right to re-enter said premises and reconstruct said signs and structures.

In the event a portion only of the property is improved by erecting thereon a permanent building, the Lessee has the option of using the remaining portion on the same terms as herein provided except the rental shall be proportionately reduced.

If the view of the property or advertising signs is obstructed, or impaired, or the use of such signs is prevented by law, the Lessee shall have the right to cancel this agreement and receive all rent paid for the unexpired term of this lease, by giving the Lessor notice in writing of such obstruction, impairment, or prevention of use.

In the event a portion only of the view of the property or advertising signs is obstructed, or impaired, the Lessee has the option of using the remaining portion on the same terms as herein provided, except the rental shall be proportionately reduced.

After the term hereof, this lease shall continue in force from year to year unless terminated at the end of such term, or any additional year thereof, upon written notice of termination by the Lessor or Lessee, served not less than thirty (30) days before the end of such term or additional year.

(Testimony of Charles H. King)

The Lessee shall protect and save harmless the Lessor from all damage to persons or property by reason of accidents resulting from the neglect or wilful acts of its agents, employees or workmen in the construction, maintenance, repair or removal of its signs on said premises.

The Lessee is and shall remain the owner of all signs and improvements placed by it on said property and has the right to remove same at any time.

In the event that the Lessee, for the purpose of improving the appearance of said property, shall place or plant gravel, lawns, shrubs or flowers thereon or install water service pipes and fittings for the upkeep of said property, then the Lessee shall at all times be deemed the owner of such gravel, lawns, shrubs, flowers, pipes and fittings and shall have the right to dig up and remove same at any time.

The Lessor represents that he is the $\left. \begin{array}{l} \text{Owner} \\ \text{Tenant} \\ \text{Agent} \end{array} \right\}$ of the premises above described and has the authority to make this lease. The word "Lessor" as herein used shall include and mean "Lessors."

It is expressly understood that the Special Site Sign Company is not bound by any stipulations, representations, or promises not written or printed on this contract. This lease is binding upon the heirs, assigns and successors of both the Lessor and the Lessee.

(Testimony of Charles H. King)

Signed:

Thomas Ellison

Emma B Ellison

Lessors.

5227- East 14th St

Address.

Accepted by SPECIAL SITE SIGN COMPANY,

Lessee.

Per.....

Blocked Mar 10 1929

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 195 Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: We erected our imprint on the location and immediately Foster & Kleiser erected a six-sheet on the adjoining property, spoiling the site for a 24-sheet poster. Our location was in the middle of the block on the south side of East 14th. It was suitable for a 24-sheet illuminated poster panel. It was fairly close in to the business district in Oakland and was a key location. This Foster & Kleiser office record card for East 14th Street south line 96.92 feet east of 52nd 51 feet, Lots 4 and 5, Block C in Linda Park, is for the property adjoining ours on the west.

The office record card referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 195-B in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 195-B.]

§ K

[Crest]

Foster and Kleiser
COMPANY

CITY Oakland CLASS 6 SH LEASE NO. 3515

 LOC. E. 14th SL 96.92' E 52nd 51'
 LEGAL Lots 4 & 5 Block C in Linda Park
 LOC.
 LEGAL

 OWNER LORIS MULLINS
 ADDRESS 5213 E. 14th Street, Oakland, Calif.

Am't			
Date	Offered	By	Contact data
2- 5-29		JHB	10 yrs from 2-5-29 @ 10.00 yr Ann Form A-1 from Loris Mullins (Tenant)
2-19-29		RB	Property reported sold by E. E. Ferrier to R. L. Ticer through Thos. Bros.
2-20-29		JHB	Mrs. Mullins has lease from R. L. Ticer.
1-23-31		JHB	Mrs. Mullins still tenant.

Up 7-1-31

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: After we leased the site we erected our posts and head-board with the Special Site Sign Company imprint on it. Foster & Kleiser erected a six sheet on the adjoining property after we erected our head-boards. As I recall, it was a month or more after we erected our head-boards that the Foster & Kleiser six sheet was erected.

Witness continuing: We never erected a 24-sheet. We gave up the location and got a refund on the rental.

Q What was the value of the location?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 181.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$772.

(Testimony of Charles H. King)

Witness continuing: This property described as East 14th Street south line 45 feet west of 53rd Avenue on Foster & Kleiser's Sheet 15 for the City of Oakland for the month of April, 1929, is our Ellison property.

Mr. Glensor thereupon read into the record the portion of Foster & Kleiser Company's Sheet 15 referred to by the witness. The portion so read is in words and figures as follows, to wit:

"East 14th Street south line 45 feet west of 53rd Avenue. Special Site have had under lease since November, 1928, at \$60.00 a year; not a particular location, same being blocked by one of our 6-sheets and it is questionable whether it will ever accommodate anything larger than a very small bulletin."

Witness continuing: We had a location on the San Francisco-Los Angeles Highway near Salinas which we leased from Van Lue. It was south of Salinas.

A lease from D. T. Van Lue to Special Site Sign Company dated September 22, 1923 was thereupon received in evidence and marked Plaintiff's Exhibit 196 in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: After we secured this lease we erected an 8 x 20 Champion Spark Plug sign. Foster & Kleiser built a poster on the adjoining property within 20 feet of this. Our sign was pulled down. I didn't see it done. Foster & Kleiser's sign was erected behind ours. We re-erected our sign in the same place that it was. We received this letter from Mr. Young, manager of the space department of the San Francisco office of Foster & Kleiser, after we re-erected our sign.

The letter referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 196-B in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 196-B.]

EEE 6

[Crest]

Foster and Kleiser
— COMPANY —
OUTDOOR ADVERTISING

273-295 Valencia Street
Telephone Market 10

San Francisco, Cal.
August 24, 1922

Special Site Sign Company
Oakland
California
Attention Mr. Chas. King

RE: WS State Highway 1/4 Mi South Salinas

Gentlemen:

It has just come to our attention that one of the new CHAMPION SPARK PLUG highway displays has been erected on the highway in such a manner as to very materially cut off the view of our poster panels on the above mentioned location. We have no doubt that this has been done thoughtlessly by your construction crew and we are certain it is without your knowledge. The matter is therefore being brought to your attention as we know this is opposed to your policy.

(Testimony of Charles H. King)

If you will kindly investigate and take the necessary steps to remedy the situation, it will be greatly appreciated.

Very truly yours,

FOSTER AND KLEISER COMPANY

By E D Young

Manager Space Department

VMB

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 196-B Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: I then wrote a letter to Mr. Van Lue and received a reply. I sent it to Mr. Young and kept a copy of it. This document dated August 30, 1922, is the copy.

MR. GLENSOR: I offer in evidence the document referred to by the witness as Plaintiff's Exhibit 196-C in evidence.

MR. CLARK: That is objected to on the ground that it is hearsay and incompetent.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted, and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 182.

(Testimony of Charles H. King)

The letter referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 196-C in evidence, and is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 196-C.]

COPY

Salinas, Calif. Aug. 30th, 1922

Mr. C. H. King.

Dear Sir:-

In answer to your letter of August 28th I wish to say that about three years ago I leased to the old Champion Spark Plug Co., the same space your men have the sign on now. At that time I had half of the sign. The other half was on the property of the man who now has the Foster & Kleiser sign. You see they had really two signs one on his property and one on ours. And approaching either way you could read the sign. The next year I also leased to the same Company. But in about six months I noticed after returning home from San Francisco that the Champion signs had been taken down. As I was not at home I cant say who took down the sign. But shortly after the big new sign board of Foster & Kleiser was on the other man's property. Now who ever took down the sign from our place had no right to do so. But as I never heard anything from the Old Company I kept still. I explained all of this to your man

(Testimony of Charles H. King)

when first he came to renew the lease. In fact I cant see what connection the Foster & Kleiser Co., has to do with the sign on our place. As they are many feet apart and owned by different people. Anyway the old Champion sign was here about 1½ years before Foster & Kleiser put up their sign. And even if the other man does lease them his property who ever pulled down the Champion Plug sign on our place had no business to do so with out at lease getting our permission. Hoping this letter will give you the desired information you wish and that everything is O. K. I am,

Respectfully yours,

ANNA VAN LUE. (Mrs. D. T. Van Lue)

Original sent to Foster & Kleiser in our letter of Sept. 1 1922

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 196-C Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

A letter from Foster & Kleiser Company to Special Site Sign Company dated September 7, 1922 was thereupon received in evidence and marked Plaintiff's Exhibit 196-D in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 196-D.]

EEE 4

[Crest]

Foster and Kleiser
—COMPANY—

OUTDOOR ADVERTISING

273-295 Valencia Street

Telephone Market 10

San Francisco, Cal.

September 7, 1922

SPECIAL SITE SIGN COMPANY

Oakland, California

Attention Mr. Chas. King

RE: Property South Salinas.

Gentlemen:

Referring to your letter of September 1st, while it is true that the Spark Plug sign was there first, at the time we built our posting structures this sign was but a small target and did not impair the view of our posting to any appreciable extent. We did not feel that a large sign would be constructed and therefore erected our structure.

(Testimony of Charles H. King)

Although the Spark Plug sign was actually there first, by erecting the large display, we have been built out and we are again placing the matter before you.

As for the inference of Mrs. Van Lue that we disturbed the signs on her property, we know nothing of the matter and if we had removed them, we would acknowledge it.

Very truly yours,

FOSTER AND KLEISER COMPANY

By E D Young

Manager Space Department

EDY:b

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 196-D. Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

A letter from Foster & Kleiser Company to Special Site Sign Company dated October 5, 1922 was thereupon received in evidence and marked Plaintiff's Exhibit 196-E in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 196-E.]

EEE 3

[Crest]

Foster and Kleiser

— COMPANY

OUTDOOR ADVERTISING

273-295 Valencia Street

Telephone Market 10

San Francisco, Cal.

October 5, 1922

Special Site Sign Company

Oakland, California

Attention Mr. Chas. King

RE: Property South Salinas

Gentlemen:

Referring to our letter of September 7th, will you kindly let us hear further from you in the matter.

Very truly yours,

FOSTER AND KLEISER COMPANY

By E D young

Manager Space Department

EDY :b

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 196-E. Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

1800

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

A letter from Foster & Kleiser Company to Special Site Sign Company dated October 31, 1922 was thereupon received in evidence and marked Plaintiff's Exhibit 196-G in evidence, and is in words and figures as follows, to-wit:

[PLAINTIFF'S EXHIBIT No. 196-G.]

EEE 1

[Crest]

Foster and Kleiser
— COMPANY —
OUTDOOR ADVERTISING
273-295 Valencia Street
Telephone Market 10

San Francisco, Cal.
October 31, 1922

Special Site Sign Company,
Oakland, California.

Attention Mr. King

RE: Champion Spark Plug location near Salinas.

Gentlemen:

This morning our field man covering the Salinas territory was in the office and the writer took up the matter of moving your sign at this point. From the description of the property and the structure as now located, I have

(Testimony of Charles H. King)

concluded that it will be best to take down our poster boards and have them moved closer to town. The location will be secured and work attended to within the near future.

We desire to thank you, however, for your offer to cooperate with us in this matter.

Very truly yours,

FOSTER AND KLEISER COMPANY

By E D Young

Manager Space Department

EJ

C. H. K.

SAN FRANCISCO BRANCH

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 196-G Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: I wrote the original of this letter dated October 9, 1922 and mailed it to Foster & Kleiser.

The letter referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 196-F in evidence, and is in words and figures as follows, to-wit:

1802

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 196-F.]

EEE 2

October 9th, 1922.

Foster & Kleiser Co.,
No. 273 Valencia St.,
San Francisco,
Calif.

Attention Mr. E. D. Young

Gentlemen:—

In response to your letter of Oct. 5th, 1922, we will make you the following proposition:—

You secure a satisfactory five year lease for the Special Site Sign Company from the property owner in a location as good as the one our Champion Spark Plug display now occupies on the Van Lue property, and move this display to the new location, erecting the same in a workmanlike manner, it will be satisfactory to this Company.

Lease on new location to be paid for one year in advance and not to exceed \$10.00 per year. When this work is done in a satisfactory manner we will assign the Van Lue lease which we now hold to you.

(Testimony of Charles H. King)

We will consider this letter our agreement and upon acknowledgment of your receipt of same you may proceed with the work.

Yours very truly,

SPECIAL SITE SIGN COMPANY.

By

General Manager.

CHK:H

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 196-F. Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: Van Lue was the sexton of the cemetery and in possession of it. I did not have any contract with the owner and never saw him.

These Foster & Kleiser office record cards covering property described as San Francisco-Los Angeles Highway, right side 5/10 mile south of city limits of Salinas is on the Van Lue property.

Two Foster & Kleiser Company's office record cards referred to by the witness were thereupon received in evidence, read to the jury and marked Plaintiff's Exhibits 196-H and 196-I in evidence, respectively. Said Plaintiff's Exhibit 196-H in evidence is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 196-H.]

[Crest]

Foster and Kleiser
COMPANY

CITY S. F. CLASS Hwy. LEASE NO. 7993

LOC. S. F. L. A. Hwy. RS 3/10 Mi S City Lmts.
Salinas

LEGAL (NW Cor Romie Lane)

LOC. S. F.-L. A. Hwy. & Romie Lane NW
300x298 - SalinasLEGAL NW Cor. S. F.-L. A. Hwy. Route 101, &
Romie Lane (See lease)OWNER Fred W. Jansen, Trustee of Alisal Lodge
#163 I. O. O. F. & Rob't G. Ford, Trustee
Alisal Lodge #163 I. O. O. F. Fred W.
Jansen & Rob't. G. Ford, TrusteesADDRESS 147 W. Alisal St. Salinas, Calif.
Salinas, Calif.

Am't

Date Offered By

Contact Data

(Old Card in Transfer File)

*2/ 7/29 WAM 3 yrs. from 5/20/29 @ \$25.00
yr. - Ann Form A-1 from Robert
Forte and Fred Jansen, Trustees
of I. O. O. F. Lodge. (Non-Com-
munity)

(Testimony of Charles H. King)

*3/25/32 WAM 3 Yrs. from 5/20/32 @ \$25.00
yr. Ann Form A1 from Alisal
Lodge #163, I. O. O. F. (Non-
community) -3C
Mr. Barry advised 3C.

6/26/33 LWC Letter to Jansen asking permis-
sion to build add'l. adv. struc. and
will inc. rental to \$50.00 yr. for
balance of term of lease.

Up 7/15/33

Rental @ \$50.00 yr. to commence
7/20/33.

Up 1/1/34

Up 4/1/35 ~~Up 5/1/34~~

*These entries written in red.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 196-H Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Plaintiff's Exhibit 196-I in evidence is in words and
figures as follows, to-wit:

1806

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 196-I.]

[Crest]

Foster and Kleiser
COMPANY

LOCATION S.F.-L.A. Hwy. RS 6/10 Mi S City Lmts.
Salinas (NW Cor. Romier Lane)

LEGAL

OWNER ~~B. M. Hestorff~~, Fred W. Jansen, Trustee
of Alisal Lodge #163 I. O. O. F.

OR

TENANT

ADDRESS Salinas, Calif. IOOF Cemetery Ass'n.
147 W Alisal St., Salinas

LEASE NO. 7993

CITY S. F.

CLASS. Hwy.

PHONE

[Written in red]: TRANSFER FILE

Amt.

Date Offered By

Remarks

5/14/26 EHW 3 yrs. from 5/20/26 @ \$25.00 yr.
Ann. Form A-1 from B. M.
Hestorff, Secty.

(Testimony of Charles H. King)

7/10/26 VM Bld. 1-12½x42 Hwy. Bull. (Coast
Valley Gas & Elect. Co.)

*2/ 7/29 WAM 3 yrs. from 5/20/29 @ \$25.00 yr.
- Ann Form A-1 from Robert
Forte and Fred Jansen, Trustees
of I. O. O. F. Lodge. (Non-Com-
munity)

[Written in red]: SEE NEW CARD MADE UP

*This entry written in red ink.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 196-I Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Witness continuing: I received this letter dated May
8, 1925 from Van Lue.

The letter referred to by the witness was thereupon
received in evidence and marked Plaintiff's Exhibit 196-J
in evidence, and is in words and figures as follows, to-wit:

1808

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 196-J.]

Salinas, May 8- 1925.

Special Site Sign Co.

Mr. Chas. H. King.

Dear Sir.

Will you kindly remove Champion Spark Plug. sign as we have been given notice that it must be removed by May 15th I am very sorry that this must be done. This sign is erected on Highway South of Salinas opposite I. O. O. F. Cemetery. Please be kind enough to send your men before the 15th of May Thanking you in advance and I am sure sorry Monterey Co. insists on being so picturesque. I am

Sincerely Yours

D. T. Van Lue
per A. V. L.

Box 44.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 196-J. Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: This copy of a letter dated May 12, 1925 is a copy of my reply.

The letter referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 196-K in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 196-K.]

May 12, 1925.

D. T. Van Lue,
P. O. Box 44,
Salinas, Calif.

Dear Sir:

We are in receipt of your letter of May 8th and are very surprised to hear of the notice given you for the removal of the sign as Monterey County has nothing whatever to do with signs erected on private property.

We are, therefore, enclosing check in payment of rental for coming year and trust you will not let anyone deceive you into believing the County can order the sign down.

Yours very truly,

SPECIAL SITE SIGN CO.,

BY

GENERAL MANAGER.

CHK-MSM

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 196-K Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: Our sign as re-erected was torn down. I do not know of my own knowledge who did it. We never re-erected it. I don't recall whether Foster & Kleiser built on the same property that I was on. Their sign did not remain on the other property. They took it away shortly after I received the letter from Mr. Young dated October 31, 1922.

Q What was the value of the Van Lue lease?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his testimony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses he could have received from it. I further object to any testimony on damages with reference to this location on the ground that it is barred by the statute of limitations, and on the further ground that Foster & Kleiser Company had nothing at all to do with the loss of the location by the Special Site Sign Company.

THE COURT: Objection overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 183.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$552.

(Testimony of Charles H. King)

(Witness continuing:)

We had a location known as the Gross location at San Pablo and Panama, Oakland. We built a board on it. Foster & Kleiser built on the adjoining property and blocked the view to the board. After the build-out I rang up Mr. Thompson, the assistant general manager, and asked him why they built out our boards and I told him we never built out theirs. He said, "Why don't you?" I asked him if he thought that was the right thing to do and he said to go ahead and build out their boards if we wanted to. I took our board down and built it in front of theirs. They then took their board away. I had no further conversation with Mr. Thompson.

The Repetto property was on the San Francisco-Los Angeles Highway opposite Tanforan. We leased it from Repetto and built a structure there in 1929. The Piedemonte property was the property adjoining on the north. I had an agreement with Piedemonte which was written on a check which I gave him. I don't know where the check is. I had an agreement with him to allow us to cut the shrubs on his property and keep the view open. For that agreement I was to pay him \$20 annually. I paid him and we had the shrubs cut.

Foster & Kleiser Company's office record card covering the Piedemonte property was thereupon received in evidence and marked Plaintiff's Exhibit 198 in evidence, and is in words and figures as follows, to-wit:

1812

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT NO. 198.]

[Crest]

Foster and Kleiser
COMPANY

CITY S. F. CLASS. Hwy. LEASE NO. San Bruno

LOC. S. F.-L. A. Hwy. RS opp. Tanforan (Bet. Zaro
prop. and Repetto Prop.)

LEGAL

LOC.

LEGAL

OWNER G. Piedemonte

ADDRESS on premises

		Am't		
Date	Offered	By	Contact Data	BI 4TA

7/16/29	KGH	Mr. Piedemonte has leased the northerly 72' of his prop. to Mr. Peterson, will not consent to any sign on balance as it would be in front of his house.		
---------	-----	---	--	--

11/ 4/29	KGH	Piedemonte will not allow any signs on property will not consider any sort of protection permit.		
----------	-----	--	--	--

Up 2/1/30

Spec. Site Sign Co. maintain +
Hwy. Ill. ~~12 1/2 x 12~~ here.

(Testimony of Charles H. King)

6/16/30	KGH	Not advisable to contact at present.	Up 8/15/30
1/29/31	JFW	Bring up 4/1/31.	Up 2/1/31
4/ 1/31	JFW	Up 7/1/31	Up 4/1/31

No. 5673-C. Special Site vs. Foster & Kleiser Plf
 Exhibit No. 198 Filed 1/3 1935 R. S. Zimmerman,
 Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: Brush was piled up in front of our sign on two occasions. The first time we tore it down and it was reerected. The second time Westbrook and I burned it down. Piedemonte erected the obstructions. I had a conversation with him as to why he did it. Piedemonte was the owner of the adjoining property. That was on the west side of the highway.

We leased a site at 4325 San Pablo Avenue, Emeryville, from one Carter. I searched for the lease but I don't know where it is. Our rental was \$7.50 annually. We built a 5 x 12 illuminated de luxe bulletin advertising the Touraine Hotel. We were on the property prior to the time of this order of the Hotel Touraine which is dated December 4, 1926. The term of our lease was from October 9, 1923, to October 9, 1928. We had our structures on the property with copy of one or another advertiser during practically all of that period.

(Testimony of Charles H. King)

There was thereupon offered and received in evidence a check dated October 9, 1926, from Special Site Sign Company to Mrs. J. D. Carter as Plaintiff's Exhibit 199 B, which was and is in the words and figures following.

[PLAINTIFF'S EXHIBIT NO. 199-B.]

[Check]

SPECIAL SITE SIGN CO.

3225 Louise Street

No. 8217

Oakland, California Oct 9-1926 192.....

Pay to the Order of

Mrs. J. D. Carter.....\$7.50

Insured Seven Dollars Fifty Cents Dollars

SPECIAL SITE SIGN CO.

Charles H King Jr.

Genl. Manager

To

CENTRAL NATIONAL BANK

90-4 Oakland, California

This Check is Issued in Payment of Items as Per Statement Following. The Endorsement of Payee on Back Will Constitute a Receipt in Full.

Hotel Vernon Sign location Rental 10/9/26 to 10/9/27.

[Emblem]: Central National Bank of Oakland, Cal.

[Perforated]: Paid 10-14-26 90-4

[Stamped]: F. E. B. No. 1018

(Testimony of Charles H. King)

[On Back]:

[Endorsed]: Mrs J. D. Carter 4325 San Pablo Ave
B B Turner

[Stamped]:

7 Pay to the Order of 7 Any Bank, Banker or Trust
Co. All Prior Endorsements Guaranteed Oct 18 1926
Emeryville Branch American Bank Emeryville, Cal.

Paid Through Clearing House Oct 14 1926 Broadway
Branch American Bank Oakland, Calif. 90-3

No. 5673-C Special Site Foster & Kleiser vs.
Plf. Exhibit No. 199-B Filed 1/3 1935 R. S. Zimmer-
man, Clerk By Cross Deputy Clerk.

Foster & Kleiser Company's office record card covering
the property referred to by the witness was thereupon
received in evidence and marked Plaintiff's Exhibit 199-C
in evidence, and is in words and figures as follows, to-wit:

1816

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 199-C.]

[Crest]

Foster and Kleiser
COMPANY

278'

LOCATION San Pablo WL. ~~36 S.~~ 45th 85'

LEGAL ~~Blk 1028 no lot #~~ Kellersberger's Survey
of V. & D. Peralta Rancho

OWNER

OR

TENANT ~~H. VISCHER~~ HUBERT VISCHER,
owner

ADDRESS 2439 Webster St.

AGENT

LEASE NO. 3462

CITY Emeryville

CLASS. ~~SUR~~ S/B SUR

PHONE

Amt.				
Date	Offered	By	#1444 - Vol. 3	Remarks
				EXTRA TIGHT
1-25-27	\$20.	PWY	Vischer handler affairs of tenant who is invalid. Will see re exclusive privileges and let us know	Up 1-28-27
2- 2-27		PWY	V. not had chance see tenant. Will find out if Special Site have lease and advise about 10 days.	Up 2-12-27

(Testimony of Charles H. King)

4-11-27	PWY	Vischer in ill health-not had chance see tenant. Thinks will not consider at rental quoted.	
			Up 5-25-27
6-14-27	WC	Still leased but tenants have moved. Anticipates litigation. Will advise.	Up 8-15-27
8-11-27	WC	Situation remains same. Friendly to F & K	Up 9-1-27
9-24-27	WC	Assign to EAD	Up 10-15-27
10-15-27	ED	Tenant has lease on property.	
			Up 12-1-27
1-31-28	ED	Vischer in ill health	Up 2-15-28
3- 3-28	ED	Said to call.	Up 3-20-28
4-24-28	ED	Deal to be closed.	Up 5-1-28
5- 4-28	ED	Said to call.	Up 5-20-28
6-27-28	ED	Said to call.	Up 7-20-28

[On back]:

	Amt.		
Date	Offered	By	Remarks
7-23-28		ED	Deal for lease to be closed.
			Up 8-10-28
10-22-28		ED	10 yrs from 10-30-28 @ \$36.00 yr S/A From Hubert Vischer (non-community) Form A-1.
11-17-32	20.-	RNC	Vischer wants time to consider reduction on this.
			Up 11-24-32
11-28-32		RNC	H. V. advises he must get in touch with partner reg. this.
			Up 1-1-33
1- 4-33		RNC	Vischer will do nothing re reduction at present.
			Up 3-1-33

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 199.]

March 2, 1927.

Special Site Sign Co.—

Dear Sirs:

Please take notice to remove your illuminated sign, Hotel Touraine, on premises, 4325 San Pablo Ave., within five days or same shall be removed by me.

June I. Carter

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 199 Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: We finally removed our sign on the location. It was afterwards built by Foster & Kleiser.

Q What was the value of the location, Mr. King?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, and on the ground that it is speculative, indefinite and uncertain, and especially, without foundation from the witness' own formula, in that as I have understood his tes-

(Testimony of Charles H. King)

timony, his formula is based upon his income. Now, it is proposed to show, not an actual income, but an income that he assumes or guesses that he could have received from it.

THE COURT: Overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 184.

A Referring to my memorandum, Defendants' Exhibit QQ for Identification, the value was \$772.

Witness continuing: We had a location known as the P & B Service Station at University Avenue and Grove Street, Berkeley. On this rough pencil sketch property No. 2 is the property that formerly belonged to Mr. Williamson, and Foster & Kleiser had a lease on this property but the lease was cancelled at the time it was converted into an oil station. Property No. 1 was the P & B Service Station. The point where our sign was erected was a driveway. Mr. Williamson owned these three pieces of property and he gave the P & B Service Station an easement over this property as a driveway. That is represented by those dotted lines.

A lease from P & B Service Station to Special Site Sign Company dated October 21, 1929 was thereupon received in evidence as Plaintiff's Exhibit 200 in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 200.]

A-1

[Crest]

OAKLAND
SPECIAL SITE SIGN CO.
CALIF.

City Berkeley State California Date Oct 21- 1929

In consideration of twenty four dollars (\$24/00) Dollars per year, payable in advance, the undersigned Lessor hereby leases to Special Site Sign Company, Lessee, the exclusive use of the premises (with free access to and upon same) described as Space for sign privilege immediately west of the west line of the Van Flette & Durkee Service Station—N. W. Cor. of University Ave & Grove St. *Berekeley* situated in the City of Berkeley County of Alameda State of Calif. for a period of ten years from Date of erection, 1929 for the purpose of erecting and maintaining painted, printed, or illuminated advertising signs, including necessary structures, devices and connections.

In the event said property is improved by erecting thereon a permanent building, this lease shall thereby be terminated; the Lessee shall, upon the return to it of all rent paid for the unexpired term of this lease and upon

(Testimony of Charles H. King)

thirty days' written notice from the Lessor that such permanent improvements are to be made, remove said signs and structures from said property; in the event such improvements shall not be commenced within thirty days after the removal of such signs and structures, the Lessee shall have the right to re-enter said premises and reconstruct said signs and structures.

In the event a portion only of the property is improved by erecting thereon a permanent building, the Lessee has the option of using the remaining portion on the same terms as herein provided except the rental shall be proportionately reduced.

If the view of the property or advertising signs is obstructed, or impaired, or the use of such signs is prevented by law, the Lessee shall have the right to cancel this agreement and receive all rent paid for the unexpired term of this lease, by giving the Lessor notice in writing of such obstruction, impairment, or prevention of use.

In the event a portion only of the view of the property or advertising signs is obstructed, or impaired, the Lessee has the option of using the remaining portion on the same terms as herein provided, except the rental shall be proportionately reduced.

After the term hereof, this lease shall continue in force from year to year unless terminated at the end of such

(Testimony of Charles H. King)

term, or any additional year thereof, upon written notice of termination by the Lessor or Lessee, served not less than thirty (30) days before the end of such term or additional year.

The Lessee shall protect and save harmless the Lessor from all damage to persons or property by reason of accidents resulting from the neglect or wilful acts of its agents, employees or workmen in the construction, maintenance, repair or removal of its signs on said premises.

The Lessee is and shall remain the owner of all signs and improvements placed by it on said property and has the right to remove same at any time.

In the event that the Lessee, for the purpose of improving the appearance of said property, shall place or plant gravel, lawns, shrubs or flowers thereon or install water service pipes and fittings for the upkeep of said property, then the Lessee shall at all times be deemed the owner of such gravel, lawns, shrubs, flowers, pipes and fittings and shall have the right to dig up and remove same at any time.

The Lessor represents that he is the $\left\{ \begin{array}{l} \text{OWNER} \\ \text{TENANT} \\ \text{AGENT} \end{array} \right\}$

of the premises above described and has the authority to make this lease. The word "Lessor" as herein used shall include and mean "Lessors."

(Testimony of Charles H. King)

It is expressly understood that the Special Site Sign Company is not bound by any stipulations, representations, or promises not written or printed on this contract. This lease is binding upon the heirs, assigns and successors of both the Lessor and the Lessee.

Accepted by SPECIAL SITE SIGN COMPANY,
Lessee.

Per

Signed:

P & B Service Station
Ch Porter Berkeley
Lessors.

Way
Grove St & Berkeley ^ Calif.
Address.

[Written on back]:

It is further understood and agreed that if this space is needed for any purpose other than adv. this contract is void upon thirty days written notice.

No. 5673-C. Special Site vs. Foster & Kleiser Plf
Exhibit No. 200 Filed 1/3 1935 R. S. Zimmerman,
Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury .

Witness continuing: At the time we took that lease there were no other advertising structures on properties 1, 2 or 3. I did not know anything about any lease or advertising privileges on any one of these three properties. I erected a 10 by 25 foot poster bulletin there. We had the bulletin about two-thirds completed, and George Hughes said he didn't want us to complete the board because he had the property under lease and we would have to remove it. That board was on property No. 1 on the sketch in the driveway. We completed the board and George Hughes rang up and wanted to know what the hell we meant by going ahead and completing the board. I told him I hadn't seen his lease and I knew nothing of it. He invited me down to look at it. I called there and saw a lease signed by Mr. Williamson. I knew that he owned the property and I thought it included that driveway. Mr. Hughes told me it did. On the strength of that I sold the board to Foster & Kleiser. This office record card describing Grove Street west line, 90 feet north of University, is property No. 3.

Foster & Kleiser Company's office record card referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 200-B in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 200-B.]

[Crest]

Foster and Kleiser
COMPANY

University NL 90' W. Grove ~~40x90~~ (a) 50'
 LOCATION ~~Grove WL 90' N. University 160x90~~ (b)
 LEGAL B 2060 L 1 in Hardy Tract

OWNER

OR

TENANT ~~F. F. &~~ L. M. WILLIAMSON

ADDRESS ~~2524~~ Shattuck Ave., Berkeley 2816 Oak
 Knoll Terrace, Berkeley

AGENT

LEASE NO. 2088

CITY Berkeley

CLASS. SUR

PHONE

Amt.			
Date	Offered	By	Remarks
4-6-25		LG	10 yrs. from 4-6-25 @ \$180.00 yr. 12/A Form B from F. F. & L. M. Williamson
8-27-27		WAH	Issued T.D. today after seeing plans for Auto Cleaning Stn. on entire frontage. Hold rental check. Up 8-10-27

(Testimony of Charles H. King)

- 9- 1-27 WAH 10 yrs from 9-6-27 @ 25.00 yr
4/A Form A-1 from L. M. Wil-
liamson (Community) Rental cut
from \$180.00 to \$25.00 a/c T.D.
- 2-24-28 WAH T. D. issued - Auto Wash Co. to
use for driveway. Up 3-15-28
- 3-20-28 WAH Auto Wash Co. working on prop-
erty now. Up 4-25-28
- 6-12-28 WAH Auto Wash Co. (Mr. Porter) says
work will start immediately to
utilize this space. Up 8-1-28
- 8- 1-28 WAH No building here as yet. Expect-
ing to start soon however.
Up 10-1-28
- 10-12-28 WAH Work under way. Should be com-
pleted soon. Up 11-1-28
- 11-16-28 WAH Williamson will talk to tenant and
either allow us to re-enter or re-
duce present rental. See next
week.
- 11-19-28 WAH Rental cut from \$25.00 to 5 per
yr acct unable to build any addi-
tional structures at present. New
lease as follows (over)

[Stamped on face]: CANCELLED

(Testimony of Charles H. King)

Date	Amt. Offered	By	Remarks
11-19-28	WAH	r	10 yrs from 11-6-28 @ \$5.00 yr Ann. Form A-1 from L. M. Williamson (community.)
11-16-29	WAH		See if panel is Illuminated or not. Up 12-20-29
11-30-29	WAH		Increase rental to \$12.50 acct. illum. panel now here. Increase effective 12-6-29 WAH:
5-31-30	SW		Refund due on lease #2257 being deducted from next check due on this 9-6-30, as per notation on card #2257
8-28-30	WAH		T. D. being issued. Min. golf course going in here. Release being secured, and lease being recorded.
[lease being recorded underscored in red ink.] CANCEL and make unsecured card. ✓ No refund due.			
9- 5-30	WAH		Release secured. Refund referred to above for lease No. 2257 and refund on this lease to be deducted from next check due 11-1-30 on lease No. 1338.

(Testimony of Charles H. King)

8-29-30

SW RECORDED

Structures Removed—Check for
Rebuild or Cancellation WAH
Up 10-15-30
H

[Stamped on face]: CANCELLED

No. 5673-C. Special Site vs. Foster & Kleiser Exhibit No. 200-B Filed 1/3 1935 R. S. Zimmerman, Clerk By Cross Deputy Clerk

Said exhibit was thereupon read to the jury.

Witness continuing: The auto wash company referred to on that card is the P & B. I sold my sign on this property No. 1 on the driveway to Foster & Kleiser after Mr. Hughes had shown me what I believed was a lease on the property. I want to correct a statement of mine that we were doing business with Williamson. We were not, we did business with the P & B Service Station. I knew Williamson was the owner of the property. I looked at this lease to Foster & Kleiser. It appeared to include all the property. I don't recall the description. It was such that I concluded it covered all the property. It antedated my lease. This office record card of Foster & Kleiser describing Grove, west line 90 feet north of University, is property No. 1.

The card referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 200-C in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 200-C.]

[Crest]

Foster and Kleiser
COMPANY

CITY Berkeley CLASS. SUR LEASE NO. 3145

LOC. Grove WL 90' N. University 35'

LEGAL Por Plot 1, Blk 2066, Hardy Tract

LOC.

LEGAL

OWNER L. M. WILLIAMSON

ADDRESS 2816 Oak Knoll Terrace, Berkeley

		Am't	
Date	Offered	By	Contact Data
11- 1-27	WAH	10 yrs from 11-1-27 @ 12.50 yr Ann Form A-1 from L. M. Wil- liamson (community.)	
3-28-29	WAH	Contacted Porter, tenant, in effort to obtain his OK to build between his bldg. and station. Refuses as he says this would kill his signs on wall and besides he intends to gravel this and use for parking purposes. Let ride few months as rental paid until 11-1-29 then con-	

(Testimony of Charles H. King)

- tact Porter and Williamson again and if nothing can be built at that time, we will suspend lease with owner. Up 9-1-29
- 9- 4-29 RGB Blethrode, tenant, will not permit signs; says they have right to use property according to terms of their lease. Up 9-25-29
- *9-23-29 RGB 10 Yrs. from 11-1-20 at \$2.00 Yr. Ann. Form A1 from L. M. Williamson, owner, (Community) Williamson has granted reduction in rental on new lease while present tenants use property.
- 9- 5-30 WAH Lease being recorded. Release secured. ~~T. D. issued to remove structures~~ WAH CANCEL and make unsecured card. Bill for unearned rental.
- 9- 4-30 SW RECORDED
Structures Removed—Check for Rebuild or Cancellation
Up 10-15-30
H

[Stamped on face]: CANCELLED

No. 5673-C. Special Site vs. Foster & Kleiser see
Plf Exhibit No. 200-C. Filed 1/3 1935 R. S. Zimmerman, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

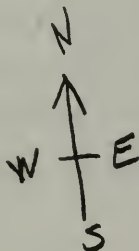
Witness continuing: The Porter referred to on that card owned the P & B Service Station. I don't recall who Blethrode was. We sold our structure to Foster & Kleiser.

The sketch referred to by the witness was thereupon received in evidence and marked Plaintiff's Exhibit 200-D in evidence. A true and correct reproduction of said Plaintiff's Exhibit 200-D in evidence follows:

(Photostat)

BY MR. CLARK:

At the time I got our lease from the P & B people there were no billboards or structures of any kind on the lot marked No. 2 on this sketch. It was an oil station. There were no billboards or structures on the lot marked No. 3. I got the lease on the driveway instead of lots 2 or 3 because the P & B Service Station man did not want anything on No. 3. He said he was going to use it for a parking lot. The driveway was the only place he would allow a sign. The P & B man apparently had something to do with lot No. 3; he said he was going to use it for a parking lot. That lot No. 3 is a very much better place for the billboard than the driveway.



P & B
Service Stn.



①

No. 56734
Special Sale
Boston & Lowell
200-10.
Filed 1/3 1935
S. ZIMMERMAN, Clerk
Boon

Drive way



②

③

90'

University Ave

Grove St.



Handwritten text, possibly a title or label, located in the middle section of the page. The text is faint and difficult to decipher.



(Testimony of Charles H. King)

BY MR. GLENSOR:

At one time we had a competitor in Oakland known as the Coast Advertising Company. It was an independent company. They had structures on property known as the northwest corner of Broadway and Moss Avenue. That was a key location, about the best in Oakland. They had at least five structures on it. A man by the name of Gruner owned the property.

Mr. Glensor thereupon read into the record a portion of Foster & Kleiser Company's Sheet 15, being an inventory of competing plants, for the Oakland Branch for the month of March, 1927, the portion so read being in words and figures as follows, to-wit:

"Broadway and Moss, northwest. This location under lease to us. Structures not removed as yet."

A letter to William Gruener to Foster & Kleiser Company dated March 2, 1927, being a portion of Plaintiff's Exhibit 64 for Identification, was thereupon received in evidence and marked Plaintiff's Exhibit 201 in evidence, and is in words and figures as follows, to-wit:

(Testimony of Charles H. King)

[PLAINTIFF'S EXHIBIT No. 201.]

Oakland, California.

March 2d, 1927.

Foster and Kleiser Company,
Oakland, California.

Gentlemen:

Referring to that certain lease heretofore executed between yourselves, myself and Louise P. Gruener, under the terms of which there was granted to you advertising rights and privileges on the properties described in Schedules "A" and "B" of said lease, I agree to tear down or remove or cause to be torn down or removed all advertising structures now located upon the properties referred to in Schedule "A" and Schedule "B" in order that no controversy or legal entanglement might arise between yourselves and the persons now owning such advertising structures.

Upon such removal of said advertising structures or the tearing down of the same and removal thereof to positions which will not interfere with the erection of advertising structures by you, the \$1250.00 rental rate shall take effect.

Very truly yours,

F. W. Gennry

[Stamped on face]: Mgr. Asst. Mgr. Sales Received Mar 4 - 1927 Foster & Kleiser Co. Oakland Branch Lease

No. 5673-C. Special Site vs. Foster & Kleiser Plf Exhibit No. 201 Filed 1/3 1935 R. S. Zimmerman, Clerk By Cross Deputy Clerk

(Testimony of Charles H. King)

Said exhibit was thereupon read to the jury.

Witness continuing: The Coast Advertising Company went out of business in 1927. They went into bankruptcy and were purchased by Foster & Kleiser.

At the close of the session this morning (January 3, 1935), you read the letter from Gruener to Foster and Kleiser Company with respect to one of the Coast locations, and that is the location at the northwest corner of Broadway and Moss. That is the Gruener property.

We once had a sign on some property at the Tuolumne River bridge at Modesto. I worked there for several weeks to get a location and I finally found a small parcel of property that was isolated by the railroad right of way and the highway right of way. I searched the records and couldn't find an owner. I erected two bulletins on the property and put our imprint on the boards, hoping that whoever owned the property would get in touch with us and we would be able to negotiate a lease there. Our boards were torn down and Foster & Kleiser erected their boards on the property.

Since I went into the business in 1916 I have built about 2,000 boards. I now have approximately 200.

I have examined 30 Foster & Kleiser office record cards. They covered locations which I once had, and, as I recall, some of the cards cover locations I have now. I have been present in court all except one day and heard the testimony that has gone in, and I have in mind the various locations that we have lost and the testimony that I have given about the signs that have been removed, lost, torn down, built out, etc. The loss

(Testimony of Charles H. King)

of those locations has had this effect upon my business: We have been unable to renew our advertisers. They have become disgusted because of so many changes of locations that I have been unable to renew them.

The statement from my books shows that in 1918 we had a gross income of \$23,962.11 and that in 1919 we made an increase of 59.7 per cent over 1918; in 1920 we made an increase of 10.8 per cent over 1919; and in 1921 we made an increase of 24.2 per cent over 1920, or an average increase from 1919 to 1921, inclusive, of 31.6 per cent.

Q Now, having those figures in mind, I want to ask you a question, a hypothetical question. Assuming that in 1922 Foster & Kleiser Company, in competition with the Special Site Sign Company and other independents on the Pacific Coast, had not issued instructions to all branch managers to make up cards representing or covering each location held by the competitor, and had not at that time issued instructions to the effect that "We must do everything within our power to secure all competitive locations, whether we can use or need such locations or not. The only way to protect our investment in this business is to make our competitors move and keep moving;" which instructions were repeated in substance and effect in 1924, and which remained in effect until they were specifically rescinded by Bulletin No. 550-A, not yet in evidence, but which was issued shortly after March 15, 1931; assume also that during that period, or at least from 1920, Foster & Kleiser had not controlled over 90 per cent of the outdoor advertising

(Testimony of Charles H. King)

business in the territory and controlled, through leaseholds, more than 90 per cent of the valuable advertising locations, and through its ownership of franchises in the Poster Advertising Association and the Outdoor Advertising Association, which were afterwards merged into one association, obtained all of the national business created as the result of those organizations to be placed in their field, that is, on the Pacific Coast; that these franchises which were referred to in the last sentence are described as follows: "Speaking of franchises, leaseholds and national solicitorships, while this is intangible in value, it is at the same time the very crux of the business and the most valuable asset, and it represents definitely that it has been built up over a long period of years at great expense, and without which the company could not operate for each of the 507 cities and towns in California, Oregon and Washington in which the company operates, it holds a franchise from the Poster Advertising Association and the Outdoor Advertising Association; through these franchises it receives from the Associations all the business which is created within them in the Coast field; this is an exclusive privilege which brings to Foster & Kleiser the big national accounts from the eastern field; assume that pursuant to the instructions contained in the bulletin, which is referred to as being issued in 1922 and 1924 respectively, with respect to contacting competitors' leaseholds and securing them, whether Foster & Kleiser leased them or not; that Foster & Kleiser had not made 34,822 contacts on the competitors' property; assume that from 1919 to 1930, inclusive, Foster & Kleiser had not acquired 97

(Testimony of Charles H. King)

independent companies operating in 342 cities on the Pacific Coast; also assume that the Special Site Sign Company had not lost upwards of 60 locations through various activities of Foster & Kleiser, of which you have testified, and their agents, and further assume that the independent companies, including the Special Site Sign Company, had been able to obtain national accounts prior to March 13, 1931, freely, that is, in free and open competition with the Association plants owned by Foster & Kleiser franchise plants, and had also been permitted or could have participated in the business developed by the National Outdoor Advertising Bureau, through the agencies that were members of and composed that bureau; and further assume that Foster & Kleiser had not taken, at the time of the audit, when they purchased some stock in your company, a list of the expirations of your advertising contracts and also a list of your leaseholds; what, in your opinion, would have been the average growth in gross income of the Special Site Sign Company from 1919 to 1934, inclusive, using 1918 as a base figure?

MR. STERRY: That is objected to on the ground that it is incompetent, irrelevant and immaterial, that it is speculative and conjectural and that there is no proper foundation laid for it. It is speculative especially in that portion thereof which asks the witness to assume what would have happened if he had been able to have gotten business from the Bureau and their agents. The question further lacks foundation in that there is no evidence that Foster & Kleiser Company had 90 per cent of the leases and 90 per cent of the desirable advertising sites, and the same percentage of national business from 1922 or

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1923 on. It is further without foundation in that there is no evidence to show that the plaintiff has not been permitted to participate in the business created by the National Outdoor Advertising Bureau, and if there were, there is no evidence that it did not participate in that business because of any fault of Foster & Kleiser's. It is further speculative in that it does not take into consideration the competition of other competitors and other elements.

THE COURT: Let the objection be overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 185.

A If we would have been free of the conditions referred to by you in your question referred to, free to operate, we would, in my opinion, have made a gross increase of 31.6 per cent from 1921 to 1930.

Witness continuing: By gross increase I mean an increase in the gross business per year. In other words, if in 1920 we did over \$100,000 worth of business, in 1921 we would have done over \$131,000, and in 1922 we would have done \$131,000 multiplied by 31.6 per cent, and so on down to 1930. We felt the depression during the year 1931. In my opinion, our average gross income over the entire period down to and including 1934 would have been 20 per cent annually straight through regardless of the depression. We would have made an average annual increase of 31.6 per cent up to 1930 but taking a period from the end of 1918 straight through the

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depression we would have had a 20 per cent increase. My first average was up to the depression, meaning the year 1930. But I do believe we could have made an increase in our gross business of 20 per cent right straight through the depression. The 20 per cent increase covers from the end of 1918 to 1934.

Q Now, having in mind the same elements of the same question, the hypothetical question, in the absence of the matters and things specified in that question, what, in your opinion, would have been your average net profits over that period?

MR. STERRY: To that we interpose the same objections on the grounds already stated. Does your Honor wish them re-stated?

THE COURT: I think not. It will be deemed that you incorporate those objections. Let the objection be overruled.

To which ruling of the court the defendants then and there duly and regularly excepted and to which defendant Foster & Kleiser Company still excepts and here designates as Exception No. 186.

MR. STERRY: And may it be now deemed that further examination on this line may not be interrupted and all questions on this may be deemed subject to the same objection, ruling and exception?

THE COURT: Yes.

A Operating under the terms outlined in your question, we would have been able to have made a net profit of 25 per cent.